

IN THE SUPREME COURT OF THE STATE OF NEVADA

U.S. BANK, NATIONAL ASSOCIATION AS TRUSTEE FOR MERRILL
LYNCH MORTGAGE INVESTORS TRUST, MORTGAGE LOAN ASSET-
BACKED CERTIFICATES, SERIES 2005-A8, Appellant, Elizabeth A. Brown
Clerk of Supreme Court

vs.

SFR INVESTMENTS POOL 1, LLC, Respondent.

CASE NO.: 79235

District Court Case No.: A739867C

Appeal from the Eighth Judicial District Court In and For the County of Clark
The Honorable Joanna A. Kishner, District Court Judge

JOINT APPENDIX – VOLUME II

WRIGHT, FINLAY & ZAK, LLP

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Nevada Bar No. 12448

Lindsay D. Robbins, Esq.

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*Attorneys for Appellant, U.S. Bank, National Association As Trustee For Merrill
Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series
2005-A8*

DOCUMENT	VOL	BATES
Affidavit of Service	I	JA00063
Affidavit of Service	I	JA00138
Affidavit of Service	I	JA00139
Affidavit of Service	I	JA00140
Amended Proposed Findings of Fact and Conclusions of Law	XII	JA02268- JA02283
Bench Memorandum Regarding Whether Defendant is a Bona Fide Purchase is Irrelevant	X	JA01939- JA01943
Complaint	I	JA00001- JA00062
Court's Trial Exhibit 1 - Alessi & Koenig Fax Dated 7-11-12 from Ryan Kerbow to A. Bhame Re: 7868 Marbledoe Ct./HO #18842	X	JA01896- JA01897
Court's Trial Exhibit 2 – Excerpts of Deposition of Ortwerth Dated 6/14/18	X	JA01898- JA01899
Defendant Antelope Homeowners' Association's Answer and Affirmative Defenses	III	JA00434- JA00443
Docket (A-16-739867-C)	XIII	JA02477- JA02483
Findings of Fact and Conclusions of Law and Judgment	XII	JA02300- JA02318
First Amended Complaint	II	JA00283- JA00346
Joint Trial Exhibit 1 - Declaration of Covenants, Conditions and Restrictions for Antelope Homeowners' Association	III	JA00523- JA00585
Joint Trial Exhibit 2 - Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Antelope Homeowners' Association	III	JA00586- JA00588
Joint Trial Exhibit 3 - Grant, Bargain, Sale Deed	III	JA00589- JA00592
Joint Trial Exhibit 4 - Notice of Default and Election to Sell Under Deed of Trust	III	JA00593- JA00594
Joint Trial Exhibit 5 - Deed of Trust	III	JA00595- JA00616

DOCUMENT	VOL	BATES
Joint Trial Exhibit 6 - Deed of Trust (Second)	III	JA00617- JA00629
Joint Trial Exhibit 7 - Deed of Trust re-recorded to add correct Adjustable Rate Rider	IV	JA00630- JA00655
Joint Trial Exhibit 8 - Grant, Bargain, Sale Deed re-recorded to correct vesting to show Henry E. Ivy and Freddie S. Ivy, husband and wife as joint tenants with rights of survivorship	IV	JA00656- JA00661
Joint Trial Exhibit 9 - Notice of Delinquent Assessment (Lien)	IV	JA00662
Joint Trial Exhibit 10 - Notice of Delinquent Violation Lien	IV	JA00663- JA00664
Joint Trial Exhibit 11 - Notice of Default and Election to Sell Under Homeowners Association Lien	IV	JA00665
Joint Trial Exhibit 12 - Notice of Trustee's Sale	IV	JA00666
Joint Trial Exhibit 13 - Notice of Trustee's Sale	IV	JA00667
Joint Trial Exhibit 14 - Notice of Trustee's Sale	IV	JA00668
Joint Trial Exhibit 15 - Trustee's Deed Upon Sale	IV	JA00669- JA00670
Joint Trial Exhibit 16 - Release of Notice of Delinquent Assessment Lien	IV	JA00671
Joint Trial Exhibit 17 - Rescission of Election to Declare Default	IV	JA00672- JA00673
Joint Trial Exhibit 18 - Notice of Delinquent Violation Lien	IV	JA00674- JA00675
Joint Trial Exhibit 19 - Request for Notice Pursuant to NRS 116.31168	IV	JA00676- JA00678
Joint Trial Exhibit 20 - Notice of Lis Pendens	IV	JA00679- JA00682
Joint Trial Exhibit 21 - Letter from Miles, Bauer, Bergstrom & Winters, LLP to Henry Ivy	IV	JA00683- JA00685
Joint Trial Exhibit 22 - Letter from Miles, Bauer, Bergstrom & Winters, LLP to Antelope Homeowners Association	IV	JA00686- JA00687
Joint Trial Exhibit 23 - Correspondence from Alessi & Koenig to Miles, Bauer, Bergstrom & Winters, LLP	IV	JA00688- JA00694

DOCUMENT	VOL	BATES
Joint Trial Exhibit 24 - Letter from Miles, Bauer, Bergstrom & Winters, LLP to Alessi & Koenig, LLC	IV	JA00695- JA00697
Joint Trial Exhibit 25 - Correspondence regarding corrected ARM Note	IV	JA00698
Joint Trial Exhibit 26 - Affidavit of Lost Note	IV	JA00699- JA00708
Joint Trial Exhibit 27 - Affidavit of Lost Note	IV	JA00709- JA00716
Joint Trial Exhibit 28 - Correspondence regarding Note	IV	JA00717- JA00718
Joint Trial Exhibit 29 - Deed of Trust, Note, and Lost Note Affidavit (Part 1)	V	JA00719- JA00968
Joint Trial Exhibit 29 - Deed of Trust, Note, and Lost Note Affidavit (Part 2)	VI	JA00969- JA00984
Joint Trial Exhibit 30 - Alessi & Koenig, LLC Collection File	VI	JA00985- JA01160
Joint Trial Exhibit 31 - Affidavit of Doug Miles and Backup	VI	JA01161- JA01181
Joint Trial Exhibit 31a – Excerpt of Affidavit of Doug Miles and Backup	VI	JA01182- JA01183
Joint Trial Exhibit 32 - Title Insurance Documents – First American Title Insurance Company – NV08000274-11/IVY	VI	JA01184- JA01194
Joint Trial Exhibit 33 - Title Insurance Policy – North American Title Insurance Company	VI	JA01195- JA01211
Joint Trial Exhibit 34 - Corporate Assignment of Deed of Trust	VI	JA01212- JA01213
Joint Trial Exhibit 35 - Trustee's Sale Guarantee	VII	JA01214- JA01224
Joint Trial Exhibit 36 - Bank of America, N.A.'s Payment History	VII	JA01225- JA01237
Joint Trial Exhibit 37 - Greenpoint's Payment History	VII	JA01238- JA01248
Joint Trial Exhibit 38 - Bank of America, N.A.'s Servicing Notes	VII	JA01249- JA01261

DOCUMENT	VOL	BATES
Joint Trial Exhibit 39 - Copy of Promissory Note and Allonges	VII	JA01262- JA01277
Joint Trial Exhibit 40 - Pooling and Servicing Agreement	VIII	JA01278- JA01493
Joint Trial Exhibit 41 - Mortgage Loan Schedule for PSA	VIII	JA01494- JA01512
Joint Trial Exhibit 42 - Corporate Assignment of Deed of Trust	VIII	JA01513- JA01514
Joint Trial Exhibit 43 - Acknowledgement of Inspection of the Original Collateral File	IX	JA01515- JA01620
Joint Trial Exhibit 44 - Antelope Homeowners Association's Initial Disclosures and all Supplements	IX	JA01621- JA01737
Joint Trial Exhibit 45 - Exhibit 1 to Deposition of David Alessi – Subpoena for Deposition of N.R.C.P. 30(b)(6) Witness for Alessi & Koenig, LLC	IX	JA01738- JA01746
Joint Trial Exhibit 46 - Exhibit 2 to Deposition of David Alessi – Account Ledger	IX	JA01747- JA01751
Joint Trial Exhibit 47 - Exhibit 3 to Deposition of David Alessi – Notice of Delinquent Assessment (Lien)	IX	JA01752
Joint Trial Exhibit 48 - Exhibit 4 to Deposition of David Alessi – Notice of Delinquent Violation Lien	IX	JA01753- JA01754
Joint Trial Exhibit 49 - Exhibit 5 to Deposition of David Alessi – Notice of Default and Election to Sell Under Homeowners Association Lien	IX	JA01755
Joint Trial Exhibit 50 - Exhibit 6 to Deposition of David Alessi – Notice of Trustee's Sale	IX	JA01756
Joint Trial Exhibit 51 - Exhibit 7 to Deposition of David Alessi – Second Notice of Trustee's Sale	IX	JA01757
Joint Trial Exhibit 52 - Exhibit 8 to Deposition of David Alessi – Third Notice of Trustee's Sale	IX	JA01758
Joint Trial Exhibit 53 - Exhibit 9 to Deposition of David Alessi – Request for Payoff by Miles Bauer	IX	JA01759- JA01760
Joint Trial Exhibit 54 - Exhibit 10 to Deposition of David Alessi – Response to Miles Bauer Payoff Request	X	JA01761- JA01767

DOCUMENT	VOL	BATES
Joint Trial Exhibit 55 - Exhibit 11 to Deposition of David Alessi – Letter by Miles Bauer	X	JA01768- JA01770
Joint Trial Exhibit 56 - Exhibit 12 to Deposition of David Alessi – Trustee’s Deed Upon Sale	X	JA01771- JA01772
Joint Trial Exhibit 57 - Exhibit 1 to Deposition of David Bembas – Notice of Taking Deposition of SFR Investments Pool 1, LLC	X	JA01773- JA01778
Joint Trial Exhibit 58 - Exhibit 2 to Deposition of David Bembas – Notice of Delinquent Assessment (Lien)	X	JA01779
Joint Trial Exhibit 59 - Exhibit 3 to Deposition of David Bembas – Notice of Default and Election to Sell Under Homeowners Association Lien	X	JA01780
Joint Trial Exhibit 60 - Exhibit 4 to Deposition of David Bembas – Notice of Trustee’s Sale	X	JA01781
Joint Trial Exhibit 61 - Exhibit 5 to Deposition of David Bembas – Notice of Trustee’s Sale	X	JA01782
Joint Trial Exhibit 62 - Exhibit 6 to Deposition of David Bembas – Notice of Trustee’s Sale	X	JA01783
Joint Trial Exhibit 63 - Exhibit 7 to Deposition of David Bembas – Letter Dated 10-11-11	X	JA01784- JA01785
Joint Trial Exhibit 64 - Exhibit 8 to Deposition of David Bembas – Letter Dated 12-16-11	X	JA01786- JA01788
Joint Trial Exhibit 65 - Exhibit 9 to Deposition of David Bembas – Trustee’s Deed Upon Sale	X	JA01789- JA01790
Joint Trial Exhibit 66 - Antelope Homeowners Association’s Answers to Plaintiff U.S. Bank’s Interrogatories	X	JA01791- JA01809
Joint Trial Exhibit 67 - Antelope Homeowners Association’s Answers To Plaintiff U.S. Bank’s Requests for Admission	X	JA01810- JA01825
Joint Trial Exhibit 68 - Antelope Homeowners Association’s Answers To Plaintiff U.S. Bank’s Request for Production of Documents	X	JA01826- JA01845
Joint Trial Exhibit 69 - SFR Investments Pool 1, LLC'S Objections And Answers To Plaintiff, U.S. Bank’s Interrogatories	X	JA01846- JA01857

DOCUMENT	VOL	BATES
Joint Trial Exhibit 70 - SFR Investments Pool 1, LLC'S Objections And Answers To Plaintiff, U.S. Bank's Requests for Admissions	X	JA01858- JA01870
Joint Trial Exhibit 71 - SFR Investments Pool 1, LLC'S Objections And Answers To Plaintiff, U.S. Bank's Request for Production of Documents	X	JA01871- JA01882
Joint Trial Exhibit 72 - Email Re: URGENT WIRE REQUEST: Status Update re: 10- H1715 (1st) De Vera Relevance, Hearsay, Authenticity, and Foundation	X	JA01883- JA01888
Joint Trial Exhibit 73 - BANA's Written Policies and Procedures Re: Homeowners Association (HOA) Matters – Pre-Foreclosure Relevance, Hearsay, Authenticity, and Foundation	X	JA01889- JA01893
Joint Trial Exhibit 74 – Alessi & Koenig Fax Dated 7-11-12 from Ryan Kerbow to A. Bhame Re: 7868 Marbledoe Ct./HO #18842	X	JA01894- JA01895
Notice of Appeal	XIII	JA02341- JA02366
Notice of Entry of Findings of Fact and Conclusions of Law and Judgment	XII	JA02319- JA02340
Notice of Entry of Order	I	JA00131- JA00137
Notice of Entry of Order	III	JA00426- JA00433
Notice of Entry of Order	X	JA01974- JA01983
Notice of Entry of Order Granting SFR's Counter-Motion to Strike and Granting in Part and Denying in Part SFR's Motion for Summary Judgment	III	JA00469- JA00474
Notice of Entry of Stipulation and Order	II	JA00267- JA00274
Notice of Entry of Stipulation and Order	X	JA01959- JA01966
Notice of Entry of Stipulation and Order Dismissing Henry E. Ivy and Freddie S. Ivy Without Prejudice	II	JA00361- JA00367

DOCUMENT	VOL	BATES
Notice of Entry of Stipulation and Order to Dismiss SFR Investments Pool 1, LLC's Slander of Title Claim Against U.S. Bank, National Association	II	JA00278- JA00282
Notice to Adverse Parties and to the Eighth Judicial District Court of Remand of Previously-Removed Case to this Court	II	JA00141- JA00262
Objections to U.S. Bank's Amended Pre-Trial Disclosures	III	JA00475- JA00479
Order Denying Defendant's Motion to Dismiss Plaintiff's Complaint Pursuant to NRCP 12(b)(6)	I	JA00126- JA00130
Order Denying The Antelope Homeowners' Association's Motion to Dismiss	III	JA00390- JA00393
Order Granting SFR's Counter-Motion to Strike and Granting in Part and Denying in Part SFR's Motion for Summary Judgment	III	JA00465- JA00468
Proposed Findings of Fact and Conclusions of Law	III	JA00480- JA00488
Recorders Transcript of Bench Trial – Day 1	XIII	JA02484- JA02575
Recorders Transcript of Bench Trial – Day 2	XIV	JA02576- JA02743
Recorders Transcript of Bench Trial – Day 3	XV	JA02744- JA02908
Recorders Transcript of Bench Trial – Day 4	XI	JA01984- JA02111
Recorders Transcript of Bench Trial – Day 5	XII	JA02112- JA02267
Recorders Transcript of Bench Trial – Day 6	XIII	JA02367- JA02476
Recorder's Transcript of Hearing: All Pending Motions	II	JA00373- JA00389
Recorder's Transcript of Hearing: All Pending Motions	III	JA00394- JA00425
Recorder's Transcript of Hearing: All Pending Motions	III	JA00444- JA00464

DOCUMENT	VOL	BATES
Second Amended Proposed Findings of Fact and Conclusions of Law and Judgment	XII	JA02284- JA02299
SFR Investments Pool 1, LLC's Answer to Complaint, Counterclaim and Cross-Claim	I	JA00097- JA00114
SFR Investments Pool 1, LLC's Answer to First Amended Complaint	II	JA00347- JA00356
SFR Investments Pool 1, LLC's Trial Brief Re Admissibility of Certain Proposed Exhibits	III	JA00489- JA00510
SFR Investments Pool 1, LLC's Trial Brief Re Statute of Limitations	III	JA00511- JA00522
Stipulation and Order to Amend Caption	X	JA01953- JA01958
Stipulation and Order Dismissing Henry E. Ivy and Freddie S. Ivy Without Prejudice	II	JA00357- JA00360
Stipulation and Order Dismissing Mortgage Electronic Registration Systems, Inc. Without Prejudice	II	JA00263- JA00266
Stipulation and Order for Dismissal Without Prejudice as to Claims Between Antelope Homeowners Association and U.S. Bank National Association	X	JA01967- JA01973
Stipulation and Order to Dismiss SFR Investments Pool 1, LLC's Slander of Title Claim Against U.S. Bank, National Association	II	JA00275- JA00277
Transcript of Proceedings	I	JA00064- JA00096
U.S. Bank's Bench Memorandum Regarding Authentication and Admissibility of Proposed Exhibits 21, 22, 23, 24 and 31	X	JA01900- JA01911
U.S. Bank's Bench Memorandum Regarding Business Record Exception	X	JA01944- JA01952
U.S. Bank's Bench Memorandum Regarding Pre-Foreclosure Satisfaction of the Superpriority Portion of the HOA's Lien	X	JA01932- JA01938
U.S. Bank's Bench Memorandum Regarding Standing to Maintain Its Claims in this Action and Standing to Enforce the Deed of Trust and Note	X	JA01919- JA01931
U.S. Bank's Bench Memorandum Regarding Statute of Limitations	X	JA01912- JA01918

DOCUMENT	VOL	BATES
U.S. Bank's Objections to SFR Investments Pool 1, LLC's Pre-Trial Disclosures	II	JA00368- JA00372
U.S. Bank's Reply to SFR Investments Pool 1, LLC's Counterclaim	I	JA00115- JA00125

VOLUME II

DATE	DOCUMENT	VOL	BATES
09/06/17	Notice to Adverse Parties and to the Eighth Judicial District Court of Remand of Previously-Removed Case to this Court	II	JA00141- JA00262
09/26/17	Stipulation and Order Dismissing Mortgage Electronic Registration Systems, Inc. Without Prejudice	II	JA00263- JA00266
09/27/17	Notice of Entry of Stipulation and Order	II	JA00267- JA00274
10/05/17	Stipulation and Order to Dismiss SFR Investments Pool 1, LLC's Slander of Title Claim Against U.S. Bank, National Association	II	JA00275- JA00277
10/09/17	Notice of Entry of Stipulation and Order to Dismiss SFR Investments Pool 1, LLC's Slander of Title Claim Against U.S. Bank, National Association	II	JA00278- JA00282
05/08/18	First Amended Complaint	II	JA00283- JA00346
05/29/18	SFR Investments Pool 1, LLC's Answer to First Amended Complaint	II	JA00347- JA00356
07/17/18	Stipulation and Order Dismissing Henry E. Ivy and Freddie S. Ivy Without Prejudice	II	JA00357- JA00360
07/18/18	Notice of Entry of Stipulation and Order Dismissing Henry E. Ivy and Freddie S. Ivy Without Prejudice	II	JA00361- JA00367

DATE	DOCUMENT	VOL	BATES
07/18/18	U.S. Bank's Objections to SFR Investments Pool 1, LLC's Pre-Trial Disclosures	II	JA00368- JA00372
07/26/18	Recorder's Transcript of Hearing: All Pending Motions	II	JA00373- JA00389

DATED this 15th day of June, 2020.

WRIGHT, FINLAY & ZAK, LLP

/s/ Christina V. Miller, Esq.

Christina V. Miller, Esq. (NBN 12448)

7785 West Sahara Avenue, Suite 200

Las Vegas, Nevada 89117

Attorney for Appellant, U.S. Bank, National Association As Trustee For Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2005-A8

CERTIFICATE OF SERVICE

I certify that I electronically filed on the 15th day of June, 2020, the foregoing **JOINT APPENDIX – VOLUME II** with the Clerk of the Court for the Nevada Supreme Court by using the CM/ECF system. I further certify that all parties of record to this appeal either are registered with the CM/ECF or have consented to electronic service.

- [X] (By Electronic Service) Pursuant to CM/ECF System, registration as a CM/ECF user constitutes consent to electronic service through the Court's transmission facilities. The Court's CM/ECF systems sends an e-mail notification of the filing to the parties and counsel of record listed above who are registered with the Court's CM/ECF system.

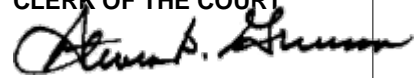
Service via electronic notification will be sent to the following:

Jacqueline Gilbert
Karen Hanks

- [X] (Nevada) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

/s/ Faith Harris

An Employee of WRIGHT, FINLAY & ZAK, LLP



NOTC

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Attorneys for SFR Investments Pool 1, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

U.S. BANK, NATIONAL ASSOCIATION AS
TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-A8,

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company; DOE
INDIVIDUALS I through X, inclusive; and
ROE CORPORATIONS I through X,
inclusive,

Defendants.

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company,

Counter/Cross Claimant,

vs.

U.S. BANK, NATIONAL ASSOCIATION
AS TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-A8;
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., a
Delaware corporation, as nominee beneficiary

Case No. A-16-739867-C

Dept. No. XXXI

**NOTICE TO ADVERSE PARTIES AND
TO THE EIGHTH JUDICIAL DISTRICT
COURT OF REMAND OF PREVIOUSLY-
REMOVED CASE TO THIS COURT**

for UNIVERSAL AMERICAN MORTGAGE
COMPANY, LLC. a foreign limited liability
company; HENRY E. IVY, an individual; and
FREDDIE S. IVY, an individual,

Counter-Defendant/Cross-Defendants.

Notice is hereby given that pursuant to the August 24, 2017 *Order Remanding Cases to State Court for Lack of Jurisdiction, and Alternatively, on Equitable Grounds*, entered in U.S. Bank, National Association, as Trustee for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2005-A8 v. SFR Investments Pool 1, LLC, et al., U.S. Bankruptcy Court, Adversary Case No. 17-01070-abl, the instant case—which was removed to U.S. Bankruptcy Court on March 9, 2017¹—has now been remanded back to this Court for further proceedings.

A copy of the August 24, 2017 remand order and the transcript of August 21, 2017 oral ruling containing the related findings of fact and conclusions of law are attached hereto as **Exhibit A**.

DATED this 6th day of September, 2017.

KIM GILBERT EBRON

/s/ Diana Cline Ebron

Diana Cline Ebron, Esq.

Nevada Bar No. 10580

Jacqueline A. Gilbert, Esq.

Nevada Bar No. 10593

Karen L. Hanks, Esq.

Nevada Bar No. 09578

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Las Vegas, Nevada 89139

Phone: (702) 485-3300

Fax: (702) 485-3301

Attorneys for SFR Investments Pool 1, LLC

¹ See Notice of Removal filed herein on March 24, 2017.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 6th day of September, 2017, pursuant to NRCP 5(b), I served via the Eighth Judicial District Court electronic filing system, the foregoing **NOTICE TO ADVERSE PARTIES AND TO THE EIGHTH JUDICIAL DISTRICT COURT OF REMAND OF PREVIOUSLY-REMOVED CASE TO THIS COURT**, to the following parties:

NVEfile
Sara Aslinger
Shadd Wade, Esq.

nvefile@wrightlegal.net
saslinger@wrightlegal.net
swade@wrightlegal.net

/s/Alexander Loglia
an employee of KIM GILBERT EBRON

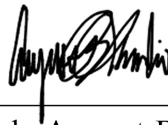
Ex. A

EXHIBIT A

In re Alessi & Koenig, LLC
U.S. Bankruptcy Court, District of Nevada
Main Case No. 16-16593
and related Adversary Cases

*Order Remanding Cases to State Court for
Lack of Jurisdiction, and Alternatively,
on Equitable Grounds*
August 24, 2017

Ex. A



Honorable August B. Landis
United States Bankruptcy Judge



Entered on Docket
August 24, 2017

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

* * * * *

In re	)	Case No. 16-16593-abl
)	
ALESSI & KOENIG, LLC,	)	Chapter 7
)	
Debtor.)	
)	
RUPERTS COURT TRUST, et. al	)	Adv. Proc. No. 17-01012-abl
Plaintiff,)	
v.)	
)	
FEDERAL NATIONAL MORTGAGE)	
ASSOCIATION, et al.,)	
Defendants)	
)	
ALESSI & KOENIG, LLC,	)	Adv. Proc. No. 17-01013-abl
Plaintiff,)	
v.)	
)	
MAUNLAND, LLC, et al.,)	
Defendants,)	
)	
ALESSI & KOENIG, LLC,	)	Adv. Proc. No. 17-01015-abl
Plaintiff,)	
v.)	
)	
MICHAEL WEISS, et al.,)	
Defendants)	
)	

KE ALOHA HOLDINGS, LLC,) Adv. Proc. No. 17-01016-abl
Plaintiff,)
v.)
)
PETER ARSAGA, et al.)
Defendants)
)
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ALESSI & KOENIG, LLC, et al) Adv. Proc. No. 17-01017-abl
Plaintiff,)
v.)
)
FREDERICK W. STORM, et al.,)
Defendants)
)
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LN MANANGEMENT LLC SERIES 7205 VISTA BONITA,) Adv. Proc. No. 17-01018-abl
Plaintiff,)
v.)
)
JOHN T. ALLSOPP, et al.,)
Defendants)
)
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NEVADA PROPERTY HOLDINGS, LLC,) Adv. Proc. No. 17-01020-abl
Plaintiff,)
v.)
)
ROBERT N. BLACKFORD, et al.,)
Defendants)
)
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ALESSI & KOENIG, LLC) Adv. Proc. No. 17-01022-abl
Plaintiff,)
v.)
)
E & M DESTINY, LLC, et al.,)
Defendants)
)
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SATICOY BAY LLC 4456 ACROPOLIS,) Adv. Proc. No. 17-01023-abl
Plaintiff,)
v.)
)
BANK OF AMERICA, N.A., et al.,)
Defendants)
)
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HOLM INTERNATIONAL PROPERTIES, LLC,) Adv. Proc. No. 17-01025-abl
Plaintiff,)
v.)
)
BANK OF AMERICA, N.A., et al.,)
Defendants)
)
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OLIVER SAGEBRUSH DRIVE TRUST,) Adv. Proc. No. 17-01026-abl
Plaintiff,)
v.)
)
NATIONSTAR MORTGAGE, LLC, et al.,)
Defendants)
)
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ALESSI & KOENIG, LLC,) Adv. Proc. No. 17-01027-abl
Plaintiff,)
v.)
)
JUSTIN C. MARTIN, et al.,)
Defendants)
)
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KEYNOTE PROPERTIES, LLC,) Adv. Proc. No. 17-01029-abl
Plaintiff,)
v.)
)
STEPHANIE AVILA, et al.,)
)
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ALESSI & KOENIG, LLC,) Adv. Proc. No. 17-01030-abl
v.)
)
MICHAEL BARNETT, et al.,)
Defendants)
)
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ALESSI & KOENIG, LLC,) Adv. Proc. No. 17-01031-abl
Plaintiff,)
v.)
)
CORY R. BLACK, et al.,)
Defendants)
)
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CKVC INVESTMENTS, LLC,)	
Plaintiff,)	Adv. Proc. No. 17-01032-abl
v.)	
)	
SANDRA A. BOBE, et al.,)	
Defendants)	
)	
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RJRN HOLDINGS, LLC)	
Plaintiff,)	Adv. Proc. No. 17-01035-abl
v.)	
)	
PHILLIP JENKINS, et al.,)	
Defendants)	
)	
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ALESSI & KOENIG, LLC,)	
Plaintiff,)	Adv. Proc. No. 17-01038-abl
v.)	
)	
MARC LEEDS, et al.,)	
Defendants)	
)	
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LN MANAGEMENT LLC, SERIES 4980)	
DROUBAY,)	
Plaintiff,)	Adv. Proc. No. 17-01039-abl
v.)	
)	
GEORGEIANNA OZTURK, et al.,)	
Defendants)	
)	
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ALESSI & KOENIG, LLC,)	
v.)	Adv. Proc. No. 17-01041-abl
)	
ADEKUNLE AJAYI, et al.,)	
Defendants)	
)	
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HOMEWARD RESIDENTIAL INC. FKA)	
AMERICAN HOME MORTGAGE SERVICING)	Adv. Proc. No. 17-01042-abl
INC.,)	
Plaintiff,)	
v.)	
)	
ALESSI & KOENIG, LLC, et al.,)	
Defendants)	
)	
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SATICOY BAY SERIES 4330 MELROSE ABBEY PLACE,)	Adv. Proc. No. 17-01043-abl
)	
Plaintiff,)	
v.)	
)	
BANK OF NEW YORK MELLON, FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWMBS INC., CHL MORTGAGE PASS-THROUGH TRUST 2007-3, MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2007-3, et al.,)	
Defendants)	
)	
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PENNYMAC HOLDINGS, LLC,)	Adv. Proc. No. 17-01045-abl
)	
Plaintiff,)	
v.)	
)	
YULIA PLATONOVA, et al.,)	
Defendants)	
)	
<hr/>		
BANK OF NEW YORK MELLON, FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWMBS INC., CHL MORTGAGE PASS-THROUGH TRUST 2006-OA4, MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2006-OA4,	)	Adv. Proc. No. 17-01046-abl
)	
Plaintiff,)	
v.)	
)	
SFR INVESTMENTS POOL 1, LLC, et al.,)	
)	
<hr/>		
ALESSI & KOENIG, LLC,	)	Adv. Proc. No. 17-01047-abl
)	
Plaintiff,)	
v.)	
)	
YVONNE M. HEBERT, et al.,)	
Defendants)	
)	
<hr/>		

BAYVIEW LOAN SERVICING, LLC,	) Adv. Proc. No. 17-01050-abl
Plaintiff,)
v.)
)
TAWANA VALDEZ, et al.,)
Defendants)
_____)
	) Adv. Proc. No. 17-01051-abl
KE ALOHA HOLDINGS, LLC,)
Plaintiff,)
v.)
)
NATALYA CHERKASSKY, et al.,)
Defendants)
_____)
NV EAGLES, LLC,	) Adv. Proc. No. 17-01053-abl
Plaintiff,)
v.)
)
CONTRYWIDE HOME LOANS, INC., et al.,)
Defendants)
_____)
LVDG, LLC [SERIES 116],	) Adv. Proc. No. 17-01054-abl
Plaintiff,)
v.)
)
VIPUL SHARMA, et al.,)
Defendants)
_____)
LN MANAGEMENT SERIES 8729 AUTUMN VALLEY,	) Adv. Proc. No. 17-01057-abl
Plaintiff,)
v.)
)
RICHARD E. SZUKALA, et al.,)
Defendants)
_____)

SMM CAPITAL, LLC,	) Adv. Proc. No. 17-01058-abl
Plaintiff,)
v.)
)
BANK OF AMERICA, N.A., et al.,)
Defendants)
)
<hr/> LN MANAGEMENT LLC SERIES 5227 ENGLISH	) Adv. Proc. No. 17-01059-abl
ASTER,)
Plaintiff,)
v.)
)
TYRONE HARDY, et al.,)
Defendants)
)
<hr/> LN MANAGEMENT LLC SERIES 2016,	) Adv. Proc. No. 17-01060-abl
NAVASOTA,)
Plaintiff,)
v.)
)
CHRISTIAN HERNANDEZ, et al.,)
)
<hr/> LN MANAGEMENT SERIES 2216 SAXTON HILL,	) Adv. Proc. No. 17-01061-abl
Plaintiff,)
v.)
)
VANESSA I. PENA, et al.,)
Defendants)
)
<hr/> ALESSI & KOENIG, LLC,	) Adv. Proc. No. 17-01063-abl
Plaintiff,)
v.)
)
QI SHI, et al.,)
Defendants)
)
<hr/> STEIJUM HOLDING, LC	) Adv. Proc. No. 17-01064-abl
)
Plaintiff,)
v.)
)
BANK OF AMERICA, N.A., et al.,)
Defendants)
)
<hr/>)

LAS VEGAS DEVELOPMENT GROUP, LLC,	) Adv. Proc. No. 17-01065-abl
Plaintiff,)
v.)
)
NORMA DORANTES, et al.,)
Defendants)
)
<hr/> LN MANAGEMENT, LLC SERIES 7229 PAINTED SHADOWS,	) Adv. Proc. No. 17-01067-abl
Plaintiff,)
v.)
)
SUMMER L. POLLOCK, et al.,)
)
<hr/> LN MANAGEMENT, LLC SERIES 5310 JOSHUA JOSE,	) Adv. Proc. No. 17-01068-abl
Plaintiff,)
v.)
)
JON L. TIGNOR, et al.,)
Defendants)
)
<hr/> LN MANAGEMENT, LLC SERIES 769 OAKMONT,	) Adv. Proc. No. 17-01069-abl
Plaintiff,)
v.)
)
BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP,)
et al.,)
Defendants)
)
<hr/> US BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR MERRILL LYNCH MORTGAGE INVESTORS TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIEES 2005-A8,) Adv. Proc. No. 17-01070-abl
Plaintiff,)
v.)
)
SFR INVESTMENTS POOL 1, LLC, et al.,)
Defendants)
)
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ALESSI & KOENIG, LLC,)	
Plaintiff,)	
v.)	Adv. Proc. No. 17-01071-abl
)	
BAC HOME LOANS SERVICING, LP FKA)	
COUNTRYWIDE HOME LOANS SERVICING, LP,)	
et al.,)	
Defendants)	
)	
<hr/>)	
DEUTSCHE BANK NATIONAL TRUST	)	Adv. Proc. No. 17-01072-abl
COMPANY AS TRUSTEE FOR AMERIQUEST)	
MORTGAGE SECURITIES INC., ASSET-BACKED)	
PASS-THROUGH CERTIFICATES, SERIES 2002-C)	
Plaintiff,)	
v.)	
)	
LVDG LLC, SERIES 180, et al.,)	
Defendants)	
)	
<hr/>)	
DEUTSCHE BANK TRUST COMPANY,	)	Adv. Proc. No. 17-01073-abl
AMERICAS AS TRUSTEE RALI 2006QA5)	
Plaintiff,)	
v.)	
)	
SFR INVESTMENTS POOL 1, LLC, et al.,)	
Defendants)	
)	
<hr/>)	
ALESSI & KOENIG, LLC,	)	Adv. Proc. No. 17-01074-abl
Plaintiff,)	
v.)	
)	
JOHNATHAN WOOD, et al.,)	
Defendants)	
)	
<hr/>)	
ANNA YI, INDIVIDUAL AND AS TRUSTEE OF YI	)	Adv. Proc. No. 17-01075-abl
S & A FAMILY TRUST,)	
Plaintiff,)	
v.)	
)	
ROYAL HIGHLANDS STREET AND LANDSCAPE)	
MAINTENANCE CORPORATION, et al.,)	
Defendants)	
)	
<hr/>)	

RENO PROJECT MANAGEMENT, LLC,)	
Plaintiff,	)	Adv. Proc. No. 17-01076-abl
v.)	
)	
THOMAS M. THEOFANIDES, et al.,)	
Defendants)	
)	
<hr/> SANUCCI CT TRUST,)	
Plaintiff,	)	Adv. Proc. No. 17-01077-abl
v.)	
)	
JOSEPH ELEVADO, et. al.,)	
Defendants)	
)	
<hr/> ALESSI & KOENIG, LLC,)	
Plaintiff,	)	Adv. Proc. No. 17-01082-abl
v.)	
)	
MARIAH D. LEWIS, et al.,)	
Defendants)	
)	
<hr/> NATIONSTAR MORTGAGE, LLC,)	
Plaintiff,)	
v.	)	Adv. Proc. No. 17-01085-abl
)	
SFR INVESTMENTS POOL 1, LLC, et al.,)	
)	
<hr/> RIVER GLIDER AVENUE TRUST,)	
Plaintiff,)	
v.	)	Adv. Proc. No. 17-01089-abl
)	
RECONSTRUCT COMPANY, N.A., et al.,)	
Defendants)	
)	
<hr/> DESERT PINE VILLAS HOMEOWNERS)	
ASSOCIATION,)	
Plaintiff,	)	Adv. Proc. No. 17-01090-abl
v.)	
)	
LINDA REYES KABILING, AKA DONNA)	
KABILING et al.,)	
Defendants)	
)	

KEYNOTE PROPERTIES, LLC,	) Adv. Proc. No. 17-01091-abl
Plaintiff,)
v.)
)
SELECT PORTFOLIO SERVICING, INC. AS)
SERVICING AGENT FOR WELLS FARGO BANK,)
N.A. AS TRUSTEE, ON BEHALF OF THE)
HOLDERS OF THE HARBORVIEW MORTGAGE)
LOAN TRUST MORTGAGE PASS-THROUGH)
CERTIFICATES SERIES 2006-12, et al.,)
Defendants)
<hr/>)
RICHARD SOLOMON,	) Adv. Proc. No. 17-01092-abl
Plaintiff,)
v.)
)
JOSPEH BIERNACKI, et al.,)
Defendants)
<hr/>)
SOUTH LAND HOLDING FAMILY TRUST,	) Adv. Proc. No. 17-01097-abl
Plaintiff,)
v.)
)
SFR INVESTMENTS POOL 1, LLC, et al.,)
<hr/>)
ALLIANT COMMERCIAL, LLC,	) Adv. Proc. No. 17-01100-abl
Plaintiff,)
v.)
)
GREEN TREE SERVICING, LLC, et al.,)
Defendants)
<hr/>)
ALESSI & KOENIG, LLC,	) Adv. Proc. No. 17-01103-abl
Plaintiff,)
v.)
)
DAVID A. CROTEAU, et al.,)
Defendants)
<hr/>)

ALESSI & KOENIG, LLC,	) Adv. Proc. No. 17-01105-abl
Plaintiff,)
v.)
)
LAS VEGAS VALLEY WATER DISTRICT, et al.,)
Defendants)
)
<hr/>	
RODNEY HOLDINGS, LLC,) Adv. Proc. No. 17-01106-abl
Plaintiff,)
v.)
)
SUSAN G. CIRONE, et al.,)
)
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NATIONSTAR MORTGAGE, LLC,) Adv. Proc. No. 17-01107-abl
Plaintiff,)
v.)
)
SFR INVESTMENTS POOL 1, LLC, et al.,)
Defendants)
)
<hr/>	
SFR INVESTMENTS POOL 1, LLC,	) Adv. Proc. No. 17-01108-abl
Plaintiff,)
v.)
)
DEUTSCHE BANK NATIONAL TRUST,)
COMPNAV AS TRUSTEE FOR GSR MORTGAGE)
LOAN TRUST 2006-OA I, et al.,)
Defendants)
)
<hr/>	
WELLS FARGO BANK, N.A. AS TRUSTEE ON	) Adv. Proc. No. 17-01109-abl
BEHALF OF THE HOLDERS OF THE)
HARBORVIEW MORTGAGE LOAN TRUST)
MORTGAGE LOAN PASS-THROUGH)
CERTIFICATES, SERIES 2006-12,)
Plaintiff,)
v.)
)
TRASHED HOME CORP., et al.,)
Defendants)
<hr/>)

WELLS FARGO BANK, N.A. AS TRUSTEE ON	) Adv. Proc. No. 17-01112-abl
BEHALF OF THE HOLDERS OF THE)
HARBORVIEW MORTGAGE LOAN TRUST)
MORTGAGE LOAN PASS-THROUGH)
CERTIFICATES, SERIES 2006-12,)
Plaintiff,)
v.)
)
RICK SALOMON, et al.,)
Defendants)
_____)
ALESSI & KOENIG, LLC,	) Adv. Proc. No. 17-01113-abl
Plaintiff,)
v.)
)
BRANDON TRIPLETT, et al.,)
_____)
US BANK TRUST, N.A., AS TRUSTEE FOR LSF8	) Adv. Proc. No. 17-01117-abl
MASTER PARTICIPATION TRUST,)
Plaintiff,)
v.)
)
SFR INVESTMENTS POOL 1, LLC, et al.,)
Defendants)
_____)
HSBC BANK USA NATIONAL ASSOCIATION, AS	) Adv. Proc. No. 17-01119-abl
TRUSTEE ON BEHALF OF THE)
CERTIFICATEHOLDERS OF DEUTSCHE ALT-A)
SECURITIES MORTGAGE LOAN TRUST, SERIES)
2007-Bar1, MORTGAGE PASS-THROUGH)
CERTIFICATES, SERIES 2007-Bar1,)
Plaintiff,)
v.)
)
LOG CABIN MANOR HOMEOWNERS)
ASSOCIATION et al.,)
Defendants)
_____)

BANK NEW YORK MELLON, AS TRUSTEE ON	)	Adv. Proc. No. 17-01121-abl
BEHALF OF THE ALTERNATIVE LOAN TRUST)	
2005-06, MORTGAGE PASS-THROUGH)	
CERTIFICATES, SERIES 2005-06,)	
Plaintiff,)	
v.)	
)	
SFR INVESTMENTS POOL 1, LLC, et al.,)	
Defendants)	
)	
<hr/>		
LN MANAGEMENT LLC, SERIES 5576	)	Adv. Proc. No. 17-01127-abl
ROCHELLE 8C,)	
Plaintiff,)	
v.)	
)	
EDWARD K. OMORI, et al.,)	
Defendants)	
)	
<hr/>		
PROF-2013-M4 LEGAL TITLE TRUST, BY U.S.	)	Adv. Proc. No. 17-01129-abl
BANK NATIONAL ASSOCIATION, AS LEGAL)	
TITLE TRUSTEE,)	
Plaintiff,)	
v.)	
)	
SFR INVESTMENT POOL 1, LLC, et al.,)	
)	
<hr/>		
U.S. BANK NATIONAL ASSOCIATION, AS	)	Adv. Proc. No. 17-01133-abl
TRUSTEE UNDER THE POOLING AND)	
SERVICING AGREEMENT DATED MAY 1, 2006,)	
GSAMP TRUST 2006-HE3, MORTGAGE PASS-)	
THROUGH CERTIFICATES, SERIES 2006-H3,)	
Plaintiff,)	
v.)	
)	
SFR INVESTMENT POOL 1, LLC, et al.,)	
Defendants)	
)	
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BANK OF NEW YORK MELLON, AS TRUSTEE) Adv. Proc. No. 17-01134-abl
FOR THE CERTIFICATEHOLDERS CWALT, INC.,)
ALTERNATIVE LOAN TRUST, 2004-32CB)
MORTGAGE PASS-THROUGH CERTIFICATES,)
SERIES 2004-32CB,)
Plaintiff,)
v.)
)
VILLA AVADA CT TRUST, et al.,)
Defendants)
)
<hr/>	
LAS VEGAS DEVELOPMENT GROUP, LLC,	) Adv. Proc. No. 17-01135-abl
Plaintiff,)
v.)
)
US INVESTMENT SERIES 177, et al.,)
Defendants)
)
<hr/>	
RJRN HOLDINGS, LLC,	) Adv. Proc. No. 17-01136-abl
Plaintiff,)
v.)
)
JAMES PRESTON, et al.,)
)
<hr/>	
BANK OF NEW YORK MELLON, AS TRUSTEE	) Adv. Proc. No. 17-01137-abl
FOR THE CERTIFICATEHOLDERS CWALT, INC.,)
ALTERNATIVE LOAN TRUST, 2005-56)
MORTGAGE PASS-THROUGH CERTIFICATES,)
SERIES 2005-56,)
Plaintiff,)
v.)
)
SFR INVESTMENTS POOL 1, LLC, et al.,)
Defendants)
)
<hr/>	
CASA CHRISTINA LN TRUST,	) Adv. Proc. No. 17-01138-abl
Plaintiff,)
v.)
)
CHERRY MICHAEL, et al.,)
Defendants)
<hr/>)

U.S. BANK NATIONAL ASSOCIATION, AS	)	Adv. Proc. No. 17-01139-abl
SUCCESSOR TRUSTEE TO BANK OF AMERICA,)	
N.A. AS SUCCESSOR TO LASALLE BANK, N.A.,)	
AS TRUSTEE FOR HOLDERS OF THE MERRILL)	
LYNCH FIRST FRANKLIN MORTGAGE LOAN)	
TRUST, MORTGAGE LOAN ASSET-BACKED)	
CERTIFICATES, SERIES 2007-FF2,)	
Plaintiff,)	
v.)	
)	
SFR INVESTMENTS POOL 1, LLC, et al.,)	
Defendants)	
)	
<hr/>		
RESOURCES GROUP, LLC, AS TRUSTEE OF THE	)	Adv. Proc. No. 17-01140-abl
BOURNE VALLEY COURT TRUST,)	
Plaintiff,)	
v.)	
)	
U.S. BANK NATIONAL ASSOCIATION, AS)	
TRUSTEE FOR STRUCTURED ASSET)	
INVESTMENT LOAN TRUST, MORTGAGE PASS-)	
THROUGH CERTIFICATES 2005-10, et al.,)	
)	
<hr/>		
WELLS FARGO BANK, NA, AS TRUSTEE ON	)	Adv. Proc. No. 17-01141-abl
BEHALF OF THE HOLDERS OF THE)	
HARBORVIEW MORTGAGE LOAN TRUST)	
MORTGAGE LOAN PASS-THROUGH)	
CERTIFICATES, SERIES 2006-12,)	
Plaintiff,)	
v.)	
)	
TERRAFIRMA VENTURE LLC, et al.,)	
Defendants)	
)	
<hr/>		

CITIBANK, N.A., AS TRUSTEE FOR THE	) Adv. Proc. No. 17-01142-abl
CERTIFICATEHOLDERS OF THE STRUCTURED)
ASSET MORTGAGE INVESTMENTS, INC., BEAR)
STEARNS ALT-A TRUST, MORTGAGE PASS-)
THROUGH CERTIFICATE SERIES 2006-8,)
Plaintiff,)
v.)
)
LN MANAGEMENT, LLC SERIES 3377)
MILENKO, et al.,)
Defendants)
)
<hr/>	
HOLM INTERNATIONAL PROPERTIES, LLC,) Adv. Proc. No. 17-01143-abl
Plaintiff,)
v.)
)
LITTON LOAN SERVICING, LP, et al.,)
)
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U.S. BANK, NATIONAL ASSOCIATION, AS) Adv. Proc. No. 17-01145-abl
TRUSTEE, ON BEHALF OF THE HOLDERS OF)
THE HARBORVIEW MORTGAGE LOAN TRUST)
2006-1 MORTGAGE LOAN PASS-THROUGH)
CERTIFICATES, SERIES 2006-1,)
Plaintiff,)
v.)
)
RESOURCES GROUP, LLC, AS TRUSTEE FOR)
DAISY TRUST, et al.,)
Defendants)
)
<hr/>	
PRAIRIE FLOWER HOLDINGS, LLC,	) Adv. Proc. No. 17-01146-abl
Plaintiff,)
v.)
)
WELLS FARGO BANK, N.A., AS TRUSTEE FOR)
THE BENEFIT OF THE CERTIFICATE HOLDERS)
PARK PLACE SECURITIES, INC., ASSET-BACKED)
PASS-THROUGH CERTIFICATES, SERIES 2005-)
WCW2, et al.,)
Defendants)
<hr/>)

ALESSI & KOENIG, LLC,	) Adv. Proc. No. 17-01147-abl
Plaintiff,)
v.)
)
STACY W. MOORE, et al.,)
Defendants)
)
<hr/> SUZANNAH R. NOONAN, IRA, LLC,	) Adv. Proc. No. 17-01148-abl
Plaintiff,)
v.)
)
NIKOLAY P. IANAKIEV, et al.,)
Defendants)
)
<hr/> CHRISTIANA TRUST, A DIVISION OF	) Adv. Proc. No. 17-01149-abl
WILMINGTON SAVINGS FUND SOCIETY, FSB,)
AS TRUSTEE OF ARLP TRUST 3,)
Plaintiff,)
v.)
)
SFR INVESTMENTS POOL 1, LLC, et al.,)
)
<hr/> DEUTSCHE BANK NATIONAL TRUST	) Adv. Proc. No. 17-01150-abl
COMPANY, AS TRUSTEE, IN TRUST FOR THE)
REGISTERED HOLDERS OF MORGAN STANLEY)
ABS CAPITAL I TRUST 2006-HE6 MORTGAGE)
PASS-THROUGH CERTIFICATES, SERIES 2006-)
HE6,)
Plaintiff,)
v.)
)
KEYNOTE PROPERTIES, LLC, et al.,)
Defendants)
)
<hr/> KEYNOTE PROPERTIES, LLC,	) Adv. Proc. No. 17-01151-abl
Plaintiff,)
v.)
)
ROSALITO S. ORTEGA, et al.,)
Defendants)
)
<hr/>)

RICHARD SALOMON,	) Adv. Proc. No. 17-01153-abl
Plaintiff,)
v.)
)
CLARA A. BRAUD, et al.,)
Defendants)
)
BANK OF NEW YORK MELLON, AS TRUSTEE	) Adv. Proc. No. 17-01154-abl
FOR THE CERTIFICATE HOLDERS CWALT INC.,)
ALTERNATIVE LOAN TRUST 2006-19CB,)
MORTGAGE PASS-THROUGH CERTIFICATES,)
SERIES 2006-19C,)
Plaintiff,)
v.)
)
SFR INVESTMENTS POOL 1, LLC, et al.,)
Defendants)
)
INTERNATIONAL FREEDOM INDUSTRIES, LLC,	) Adv. Proc. No. 17-01155-abl
Plaintiff,)
v.)
)
GREEN TREE SERVICING, LLC, et al.,)
)
CSC ACQUISITIONS AND HOLDING GROUP,	) Adv. Proc. No. 17-01157-abl
LLC,)
Plaintiff,)
v.)
)
YUEN NAM LI, et al.,)
Defendants)
)
ALESSI & KOENIG, LLC,	) Adv. Proc. No. 17-01160-abl
Plaintiff,)
v.)
)
BANK OF NEW YORK MELLON, AS TRUSTEE)
FOR THE CERTIFICATEHOLDERS OF THE)
CWABS, INC., ASSET-BACKED CERTIFICATES,)
SERIES 2006-11, et al.,)
Defendants)
)

	) Adv. Proc. No. 17-01163-abl
DESERT PINES VILLAS HOMEOWNERS ASSOCIATION,)
Plaintiff,)
v.)
)
JOSPEH REDDEN, et al.,)
	) Adv. Proc. No. 17-01164-abl
NATIONSTAR MORTGAGE,)
Plaintiff,)
v.)
)
SUTTER CREEK HOMEOWNERS ASSOCIATION,)
et al.,)
Defendants)
	) Adv. Proc. No. 17-01165-abl
ALESSI & KOENIG, LLC,)
Plaintiff,)
v.)
)
AKOP JACK NALBANDIAN, et al.,)
Defendants)
	) Adv. Proc. No. 17-01167-abl
TALLARD CT TRUST,)
Plaintiff,)
v.)
)
MARK E. HALLER, et al.,)
Defendants)
	) Adv. Proc. No. 17-01170-abl
ENGLISH FAMILY TRUST,)
Plaintiff,)
v.)
)
CITIMORTGAGE, INC., et al.,)
Defendants	) Adv. Proc. No. 17-01175-abl
2298 DRIFTWOOD TIDE TRUST,)
Plaintiff,)
v.)
	) Hearing Date: August 21, 2017
DORIS J. BARRETT, et al.,	) Hearing Time: 1:30 p.m.

**ORDER REMANDING CASES TO STATE COURT FOR LACK OF JURISDICTION, AND
ALTERNATIVELY, ON EQUITABLE GROUNDS**

On May 25, 2017, and June 27, 2017, the Court conducted hearings on Motions to Remand that had been docketed in the adversary proceedings identified in the caption above (the “Removed Cases”). During those two hearings, parties were given the opportunity to present arguments regarding the issues raised in the various remand motions.

On August 21, 2017, the Court entered its oral ruling on the remand motions filed in the Removed Cases, identified in the caption (the “Remand Motions”).¹

To the extent that the Court made findings of fact and conclusions of law in the course of its oral ruling on August 21, 2017, those findings of fact and conclusions of law are incorporated into this Order by this reference pursuant to Fed. R. Civ. P. 52, made applicable in this contested matter pursuant to Fed. R. Bankr. P. 9014(a) and (c) and 7052.

For the reasons stated on the record:

IT IS ORDERED that the Remand Motions are **GRANTED**, and each case identified in the caption is remanded to the state court from which it was removed.

¹ The following five cases were inadvertently included in Appendix B during the Court’s August 21, 2017 Oral Ruling: **1020 Oceanwood Trust et al., v. Duxford Financial, Inc.**, et al., Ad. Case No. 17-01048; **Desert Pine Villas Homeowners Association v. Raza Ali Agha**, et al., Ad. Case No. 17-01080; **TRP Fund IV, LLC. V. USROF III Legal Title Trust 2015-1**, et. al., Adv. Case No. 17-01102; **Linda Fong v. Ocwen Loan Servicing LLC**, et al., Adv. Case No. 17-01130; **Select Portfolio Servicing Inc., as Servicing Agent for HSBC Bank USA, National Association, as Trustee on Behalf of the Holders of the Luminent Mortgage Loan Trust 2006-2 Mortgage Loan Pass-Through Certificates, Series 2006-2 v. Ronald Leavitt**, et. al., Adv. Case No. 17-01159.

Appendix A
May 25, 2017 & June 27, 2017 Motion for Remand
Hearing Participants

1. **Ruperts Court Trust, et. al. v. Federal National Mortgage Association**, Adv. Case No. 17-01012.
2. **Alessi & Koenig v. Maunland, LLC, et al.**, Adv. Case No. 17-01013.
3. **Alessi & Koenig v. Weiss, et al.**, Adv. Case no. 17-01015.
4. **KE Aloha Holdings, LLC v. Arsaga, et al.**, Adv. Case No. 17-01016.
5. **Alessi & Koenig v. Storm et al.**, Adv. Case No. 17-01017.
6. **LN Management LLC Series 7205 Vista Bonita v. Allsopp, et al.**, Adv. Case No. 17-01018.
7. **Nevada Property Holdings LLC v. Blackford, et al.**, Adv. Case No. 17-01020.
8. **Alessi & Koenig v. E & M Destiny LLC**, Adv. Case No. 17-01022.
9. **Saticoy Bay LLC Series 4456 Acropolis v. Bank of America, N.A., et al.**, Adv. Case No. 17-01023.
10. **Holm International Properties, LLC v. Bank of America, N.A. et al.**, Adv. Case No. 17-01025.
11. **Oliver Sagebrush Drive Trust v. Nationstar Mortgage LLC, et. al.**, Adv. Case No. 17-01026.
12. **Alessi & Koenig v. Martin, et al.**, Adv. Case No. 17-01027.
13. **Keynote Properties, LLC v. Avila et al.**, Adv. Case No. 17-01029.
14. **Alessi & Koenig v. Barnett, et al.**, Adv. Case No. 17-01030.
15. **Alessi & Koenig v. Black, et al.**, Adv. Case No. 17-01031.
16. **CKVC Investments LLC v. Bobe, et al.**, Adv. Case No. 17-01032.
17. **RJRN Holdings LLC v. Jenkins, et al.**, Adv. Case No. 17-01035.
18. **Alessi & Koenig v. Leeds, et al.**, Adv. Case No. 17-01038.
19. **LN Management LLC Series 4980 Droubay v. Ozturk, et al.**, Adv. Case No. 17-01039.
20. **Alessi & Koenig v. Ajayi, et al.**, Adv. Case No. 17-01041.
21. **Howard Residential Inc. f/k/a American Home Mortgage Servicing Inc. v. Alessi & Koenig, et al.**, Adv. Case No. 17-01042.
22. **Saticoy Bay Series 4330 Melrose Abbey Place v. Bank of New York Mellon, fka The Bank of New York as Trustee for the Certificateholders of the CWMBS, Inc., CHL Mortgage Pass-Through Trust 2007-3, Mortgage Pass-Through Certificates Series 2007-3, et al.**, Adv. Case No. 17-01043.
23. **Pennymac Holdings, LLC v. Platonova, et al.**, Adv. Case No. 17-01045.
24. **Bank of New York Mellon, fka The Bank of New York as Trustee for the Certificateholders of the CWMBS, Inc., CHL Mortgage Pass-Through Trust 2006-OA4,**

- Mortgage Pass-Through Certificates Series 2006-OA4, et al., v. SFR Investments Pool 1, LLC et.al., Adv. Case No. 17-01046.**
25. **Alessi & Koenig v. Hebert, et al., Adv. Case No. 17-01047.**
 26. **Bayview Loan Servicing, LLC v. Valdez, et al., Adv. Case No. 17-01050.**
 27. **KE Aloha Holdings, LLC v. Cherkassky, et al., Adv. Case No. 17-01051.**
 28. **NV Eagles, LLC v. Countrywide Home Loans, Inc., et al., Adv. Case No. 17-01053.**
 29. **LVDG, LLC v. Sharma, et al., Adv. Case No. 17-01054.**
 30. **LN Management LLC Series 8729 Autumn Valley v. Szukala, et al., Adv. Case No. 17-01057.**
 31. **SMM Capital, LLC v. Bank of America, N.A., et al., Adv. Case No. 17-01058.**
 32. **LN Management LLC Series 5227 English Aster v. Hardy, et al., Adv. Case No. 17-01059.**
 33. **LN Management Series 2016, Navasota v. Hernandez, et. al., Adv. Case No. 17-01060.**
 34. **LN Management Series 2216 Saxton Hill v. Pena, et. al., Adv. Case No. 17-01061.**
 35. **Alessi & Koenig v. Shi, et. al., Adv. Case No. 17-01063.**
 36. **Steijum Holding, LC v. Bank of America, N.A. , et al., Adv. Case No. 17-01064.**
 37. **Las Vegas Development Group, LLC v. Dorantes, et. al., Adv. Case No. 17-01065.**
 38. **LN Management LLC Series 7229 Painted Shadows v. Pollock, et. al., Adv. Case No. 17-01067.**
 39. **LN Management LLC Series 5310 Joshua Jose v. Tignor, et. al., Adv. Case No. 17-01068.**
 40. **LN Management LLC Series 769 Oakmont v. BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP et. al., Adv. Case No. 17-01069.**
 41. **U.S. Bank, National Association, as Trustee for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2005-A8 v. SFR Investments Pool 1, LLC, Adv. Case No. 17-01070.**
 42. **Alessi & Koenig LLC v. BAC Home Loans Servicing, LP, fka Countrywide Home Loans Servicing LP, et. al., Adv. Case No. 17-01071.**
 43. **Deutsche Bank National Trust Company, as Trustee for Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2002-C v. LVDG LLC Series 180, et. al., Adv. Case No. 17-01072.**
 44. **Deutsche Bank Trust Company, Americas as Trustee RALI 2006QA5 v. SFR Investments Pool 1, LLC, et. al., Adv. Case No. 17-01073.**
 45. **Alessi & Koenig, LLC v. Wood, et. al., Adv. Case No. 17-01074.**
 46. **Anna Yi, Individual and as Trustee of the Yi S & A Family Trust v. Royal Highlands Street and Landscape Maintenance Corporation, et. al., Adv. Case No. 17-01075.**
 47. **Reno Project Management, LLC v. Theofanides, et. al., Adv. Case No. 17-01076.**
 48. **Sanucci Ct Trust v. Elevado, et. al., Adv. Case No. 17-01077**
 49. **Alessi & Koenig LLC v. Lewis, et. al., Adv. Case No. 17-01082.**

50. **Nationstar Mortgage, LLC v. SFR Investments Pool 1, LLC , et. al.,** Adv. Case No. 17-01085.
51. **River Gilder Avenue Trust v. Recontrust Company, NA, et. al.,** Adv. Case No. 17-01089.
52. **Desert Pine Villas Homeowners Association v. Kabiling, et. al.,** Adv. Case No. 17-01090.
53. **Keynote Properties, LLC v. Select Portfolio Servicing, Inc., as Servicing Agent for Wells Fargo Bank, N.A. as Trustee, on Behalf of the Holders of the Harborview Mortgage Loan Trust Mortgage Pass-Through Certificates, Series 2006-12, et. al.,** Adv. Case No. 17-01091.
54. **Solomon v. Biernacki, et al.,** Adv. Case No. 17-01092.
55. **South Land Holding Family Trust v. SFR Investments Pool 1, LLC, et al.,** Adv. Case No. 17-01097.
56. **Alliant Commercial LLC v. Green Tree Servicing LLC, et al.,** Adv. Case No. 17-01100.
57. **Alessi & Koenig, LLC v. Croteau, et al.,** Adv. Case No. 17-01103.
58. **Alessi & Koenig, LLC v. Las Vegas Valley Water District Adv., et al.,** Case No. 17-01105.
59. **Rodney Holdings, LC v. Cirone, et al.,** Adv. Case No. 17-01106.
60. **Nationstar Mortgage, LLC v. SFR Investments Pool 1, LLC, et al.,** Adv. Case No. 17-01107.
61. **SFR Investments Pool 1, LLC. V. Deutsche Bank National Trust, as Trustee for GSR Mortgage Loan Trust 2006-OA1, et al.,** Adv. Case No. 17-01108.
62. **Wells Fargo Bank, N.A., as Trustee on behalf of the Holders of the Harborview Mortgage Loan Trust Mortgage Loan Pass-Through Certificates, Series 2006-12 v. Trashed Home Corp., et. al.,** Adv. Case No. 17-01109.
63. **Wells Fargo Bank, N.A., as Trustee on behalf of the Holders of the Harborview Mortgage Loan Trust Mortgage Loan Pass-Through Certificates, Series 2006-12 v. Salomon, et al.,** Adv. Case No. 17-01112.
64. **Alessi & Koenig, LLC v. Triplett, et al.,** Adv. Case No. 17-01113.
65. **U.S. Bank Trust, as Trustee for LSF8 Master Participation Trust v. SFR Investments Pool 1, LLC.,** Adv. Case No. 17-01117.
66. **HSBC Bank USA National Association, as Trustee on behalf of the Certificateholders of Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-Bar1, Mortgage Pass-Through Certificates, Series 2007-Bar1, v. Log Cabin Manor Homeowners Association, et al.,** Adv. Case No. 17-010119.
67. **Bank of New York Mellon, as Trustee of Behalf of the Alternative Loan Trust 2005-06, Mortgage Pass-Through Certificates, Series 2005-06 v. SFR Investments Pool 1, LLC. et al.,** Adv. Case No. 17-01121.
68. **LN Management LLC Series 5576 Rochelle 8C v. Omori, et al.,** Adv. Case No. 17-01127.
69. **Prof-2013-M4 Legal Title Trust, by U.S. Bank National Association, as legal Title Trustee v. SFR Investments Pool 1, LLC,** Adv. Case No. 17-01129.

70. **U.S. Bank National Association, as Trustee under the Pooling and Servicing Agreement Dated May 1, 2006, GSAMP Trust 2006-HE3, Mortgage Pass-Through Certificates, Series 2006-H3 v. SFR Investments Pool 1, LLC, Adv. Case No. 17-01133.**
71. **Bank of New York Mellon, as Trustee for the Certificateholders CWALT, Inc., Alternative Loan Trust 2004-32CB Mortgage Pass-Through Certificates, Series 2004-32CB v. Villa Avada CT Trust, et al., Adv. Case No. 17-01134.**
72. **Las Vegas Development Group, LLC v. US Investment Series 177, et al., Adv. Case No. 17-01135.**
73. **RJRN Holdings, LLC v. Preston, et al., Adv. Case No. 17-01136.**
74. **Bank of New York Mellon, as Trustee for the Certificateholders CWALT, Inc., Alternative Loan Trust 2005-56, Mortgage Pass-Through Certificates, Series 2005-56 v. SFR Investments Pool 1, LLC. Adv. Case No. 17-01137.**
75. **Casa Christina LN Trust v. Michael, et al., Adv. Case No. 17-01138.**
76. **U.S. Bank National Association, as Successor Trustee to Bank of America, N.A., as Successor to LaSalle Bank, N.A. as trustee for the holders of the Merrill Lynch First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 20007-FF2 v. SFR Investments Pool 1, LLC, et al., Adv. Case No. 17-01139.**
77. **Resources Group, LLC, as Trustee of the Bourne Valley Court Trust v. U.S. Bank, National Association, as Trustee for Structured Asset Investment Loan Trust, Mortgage Pass-Through Certificates 2005-10 v. Copperhead Hills Landscape Maintenance Association, et al., Adv. Case No. 17-01140.**
78. **Wells Fargo Bank, NA, as Trustee on behalf of the holders of the Harborview Mortgage Loan Trust Mortgage Loan Pass-Through Certificates, Series 2006-12 v. Terrafirma Ventures, LLC, Adv. Case No. 17-01141.**
79. **Citibank, N.A. as Trustees for the Certificateholders of the Structured Asset Mortgage Investments Inc., Bear Sterns Alt-A Trust, Mortgage Pass-Through Certificates Series 2006-8 v. LN Management, LLC Series 3377 Milenko, et al., Adv. Case No. 17-01142.**
80. **Holm International Properties LLC v. Litton Loan Servicing, LP, et al., Adv. Case No. 17-01143.**
81. **U.S. Bank National Association, as Trustee, on behalf of the Holders of the Harbor View Mortgage Loan Trust 2006-1 Mortgage Loan Pass-Through Certificates, Series 2006-1 v. Resources Group , LLC, as Trustee for Daisy Trust, et al., Adv. Case No. 17-01145.**
82. **Prairie Flower Holdings, LLC v. Wells Fargo Bank, N.A., as Trustee for the benefit of the certificate Holders Park Place Securities, Inc., Asset-backed Pass-Through Certificates, Series 2005-WCW2, et al., Adv. Case No. 17-01146.**
83. **Alessi & Koenig, LLC. v. Moore, et al., Adv. Case No. 17-01147.**

84. **Suzannah R. Noonan, IRA, LLC v. James M. Allred IRA, LLC, et al.,** Adv. Case No. 17-01148.
85. **Christiana Trust, a Division of Wilmington Savings Fund Society, FSB, as Trustee of ARLP Trust 3 v. SFR Investments Pool 1, LLC et al.,** Adv. Case No. 17-01149.
86. **Deutsche Bank National Trust company, as Trustee, in Trust for the Registered Holders of Morgan Stanley ABS Capital I Trust 2006-H#6, Mortgage Pass-Through Certificates, Series 2006-HE6 v. Keynote Properties, LLC, et al.,** Adv. Case No. 17-01150.
87. **Keynote Properties, LLC, v. Deutsche Bank National Trust Company, et. al.,** Adv. Case No. 17-01151.
88. **Salomon v. Braud, et al.,** Adv. Case No. 17-01153.
89. **Bank of New York Mellon, as Trustee for the Certificate Holders CWALT, Inc., Alternative Loan Trust 2006-19CB, Mortgage Pass-Through Certificates, Series 2006-19C, et al.,** Adv. Case No. 17-01154.
90. **International Freedom Industries LLC v. Green Tree Servicing LLC, nka Ditech Financial LLC, et. al.,** Adv. Case No. 17-01155.
91. **CSC Acquisitions and Holding Group. LLC v. Li, et al.,** Adv. Case No. 17-01157.
92. **Alessi & Koenig, LLC v. The Bank of New York Mellon, as Trustee for the Certificate Holders of the CWABS, Inc., Asset-Backed Certificates, Series 2006-11, et al.,** Adv. Case No. 17-01160.
93. **LN Management LLC Series 2216 Saxton Hill v. Pena, et. al.,** Adv. Case No. 17-01161.
94. **Desert Pine Villas Homeowners Association v. Redden, et al.,** Adv. Case No. 17-01163.
95. **Nationstar Mortgage v. Sutter Creek Homeowners Association, et al.,** Adv. Case No. 17-01164.
96. **Alessi & Koenig, LLC v. Nalbandian, et al.,** Adv. Case No. 17-01165.
97. **Talard CT Trust v. Haller, et al.,** Adv. Case No. 17-01167.
98. **English Family Trust v. Citimortgage, Inc., et al.,** Adv. Case No. 17-01170.
99. **2298 Driftwood Tide Trust v. Barrett, et al.,** Adv. Case No. 17-01175.

Appendix B
DEBTOR IS NOT A PARTY to the Removed Case

1. **Nevada Property Holdings, LLC v. Blackford, et. al.**, Adv. Case No. 17-01020.
2. **LN Management LLC Series 4980 Droubay v. Azturk, et. al.**, Adv. Case No. 17-01039.
3. **PennyMac Holdings, LLC v. Platonova, et. al.**, Adv. Case No. 17-01045.
4. 1020 Oceanwood Trust et al., v. Duxford Financial, Inc., et al., Adv. Case No. 17-01048.²
5. **Bayview Loan Servicing, LLC v. Valdez. Et. al.**, Adv. Case No. 17-01050.
6. **SMM Capital, LLC v. Bank of America, NA, et. al.**, Ad. Case No. 17-01058
7. **LN Management LLC Series 5227 English Aster, v. Hardy, et. al.**, Adv. Case No. 17-01059
8. **LN Management LLC Series 2016, Navasota v. Hernandez, et. al.**, Adv. Case No. 17-01060.
9. **LN Management LLC Series 2216 Saxton Hill, v. Pena, et. al.**, Adv. Case No. 17-01061.
10. **Las Vegas Development Group, LLC v. Dorantes, et. al.**, Adv. Case No. 17-01065.
11. **LN Management LLC Series 7229 Painted Shadows, LLC v. Pollock, et. al.**, Adv. Case No. 17-01067.
12. **LN Management LLC Series 5310 Joshua Jose v. Tignor, et. al.**, Adv. Case No. 17-01068.
13. **U.S. Bank, National Association as Trustee for Merrill Lunch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, SERIES 2005-A8 v. SFR Investments Pool 1, LLC**, Adv. Case No. 17-01070.
14. **Deutsche Bank Trust Company, as Trustee for Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2002-C, v. LVDG LLC Series 180, LLC, et. al.**, Ad. Case No. 17-01072.
15. **Deutsche Bank Trust Company Americas as Trustee RALI 2006QA5, v. SFR Investments Pool 1, LLC.**, Adv. Case No. 17-01073.
16. **Desert Pine Villas Homeowners Association v. Agha, et al.**, Adv. Case No. 17-01080.³

² This case was inadvertently included in this Appendix.

17. **River Glider Avenue Trust v. The Bank of New York Mellon fka The Bank of New York as Trustee of the Certificateholders of CWALT, Inc. Alternative Loan Trust 2006-24CB, Mortgage Pass Through Certificates, Recontrust Company, N.A.**, Adv. Case No. 17-01089.
18. TRP Fund IV, LLC. V. USROF III Legal Title Trust 2015-1, et. al., Adv. Case No. 17-01102.⁴
19. **Rodney Holdings, LLC v. Cirone, et. al.**, Adv. Case No. 17-01106.
20. **Wells Fargo Bank, NA as Trustee on behalf of the Holders of the Harborview Mortgage Loan Trust Mortgage Loan Pass-Through Certificates, Series 2006-12 v. Salmon**, Adv. Case No. 17-01112.
21. **U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust v. SFR Investments Pool 1, et., al.**, Adv. Case No. 17-01117.
22. **Bank of New York Mellon fka The Bank of New York as Trustee on behalf of the Alternative Loan Trust 2005-06, Mortgage Pass-Through Certificates, Series 2005-06 v. SFR Investments Pool 1, LLC., et. al.**, Adv. Case No. 17-01121.
23. 4300 N. Lamont 268 Trust v. Haile, et. al., Ad. Case No. 17-01125.⁵
24. **Prof-2013 Legal Trust, by U.S. Bank National Association, as Legal Title Trustee v. SFR Investments Pool 1, LLC**, Adv. Case No. 17-01129.
25. **Fong v. Ocwen Loan Servicing LLC. et al.**, Adv. Case No. 17-01130.⁶
26. **U.S. Bank, National Association as Trustee under the Pooling and Servicing Agreement Dated as of May 1, 2006, GSAMP Trust 2006-HE3, Mortgage Pass-Through Certificates, Series 2006-HE3 v. SFR Investments Pool 1, LLC, et. al.**, Adv. Case No. 17-01133.
27. **Las Vegas Development Group, LLC v. U.S. Investment Series 177., et. al.**, Adv. Case No. 17-01135.
28. **Bank of New York Mellon fka The Bank of New York as Trustee on behalf of the Certificateholders of CWALT, Inc., Alternative Loan Trust 2006-56, Mortgage Pass Through Certificates, Series 2005-56 v. SFR Investments Pool 1, LLC., et. al.**, Adv. Case No. 17-01137.

³ This case was inadvertently included in this Appendix.

⁴ This case was inadvertently included in this Appendix.

⁵ This case was inadvertently included in this Appendix.

⁶ This case was inadvertently included in this Appendix.

29. **Casa Christina LN Trust v. Koman, et. al.**, Adv. Case No. 17-01138.
30. **Holm International Properties, LLC v. Litton Loan Servicing, LP, et. al.**, Adv. Case No. 17-01143.
31. **U.S. Bank National Association, as Trustee, on behalf of the Holders of the Harbor View Mortgage Loan Trust 2006-1 Mortgage Loan Pass-through Certificates, Series 2006-1, v. Resources Group, LLC, as Trustee for Daisy Trust, et. al.**, Adv. Case No. 17-01045.
32. **Suzannah R. Noonan, IRA, LLC., et al. v. Iannakiev, et. al.**, Adv. Case No. 17-01148.
33. **Christina Trust, a Division of Wilmington Savings Fund Society, FSB, as Trustee of ARLP Trust 3 v. SFR Investments Pool 1, LLC.**, Adv. Case No. 17-01149.
34. **Deutsche Bank Trust Company, as Trustee, in Trust for the Registered Holders of Morgan Stanley ABS Capital I Trust 2006-HE6, Mortgage Pass-Through Certificates, Series 2006-HE6 v. Keynote Properties, LLC, et. al.**, Adv. Case No. 17-01150.
35. **Keynote Properties, LLC v. Ortega, et. al.**, Adv. Case No. 17-01151.
36. **International Freedom Industries, LLC v. Sines, et. al.**, Adv. Case No. 17-01155.
37. **CSC Acquisitions & Holding Group, LLC v. Li, et. al.**, Adv. Case No. 17-01157
38. **Select Portfolio Servicing Inc., as Servicing Agent for HSBC Bank USA, National Association, as Trustee on Behalf of the Holders of the Luminent Mortgage Loan Trust 2006-2 Mortgage Loan Pass-Through Certificates, Series 2006-2 v. Ronald Leavitt, et. al.**, Adv. Case No. 17-01159⁷
39. **2298 Driftwood Tide Trust v. Barrett, et. al.**, Adv. Case No. 17-01175.

⁷ This case was inadvertently included in this Appendix.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA (LAS VEGAS)

IN RE:	.	Case No. 16-16593-abl
	.	
	.	Chapter 7
ALESSI & KOENIG, LLC	.	
	.	
Debtor.	.	
	.	
RUPERTS COURT TRUST, et al,	.	Adv. No. 17-01012-abl
	.	
Plaintiffs,	.	
	.	
vs.	.	
	.	
FEDERAL NATIONAL MORTGAGE	.	
ASSOCIATION, et al,	.	
	.	
Defendants.	.	
	.	
ALESSI & KOENIG, LLC,	.	Adv. No. 17-01013-abl
	.	
Plaintiff,	.	
	.	
vs.	.	
	.	
MAUNLAND, LLC, et al,	.	
	.	
Defendants.	.	
	.	
ALESSI & KOENIG, LLC,	.	Adv. No. 17-01015-abl
	.	
Plaintiff,	.	
	.	
vs.	.	
	.	
WEISS, et al,	.	
	.	
Defendants.	.	
	.	
ALESSI & KOENIG, LLC,	.	Adv. No. 17-01016-abl
	.	
Plaintiff,	.	
	.	
vs.	.	
	.	
ARSAGA, et al,	.	
	.	
Defendants.	.	
	.	
	.	

KEYNOTE PROPERTIES, LLC,	Adv. No. 17-01029-abl
Plaintiff,	
vs.	
AVILA, et al,	
Defendants.	
ALESSI & KOENIG, LLC,	Adv. No. 17-01030-abl
Plaintiff,	
vs.	
BARNETT, et al,	
Defendants.	
ALESSI & KOENIG, LLC,	Adv. No. 17-01031-abl
Plaintiff,	
vs.	
BLACK, et al,	
Defendants.	
CKVC INVESTMENTS LLC,	Adv. No. 17-01032-abl
Plaintiff,	
vs.	
BOBE, et al,	
Defendants.	

SATICOY BAY SERIES 4330	.	Adv. No. 17-01043-ab1
MELROSE ABBEY PLACE,	.	
	.	
Plaintiff,	.	
	.	
vs.	.	
	.	
BANK OF NEW YORK MELLON,	.	
	.	
Defendant.	.	
.	
PENNYMAC HOLDINGS, LLC,	.	Adv. No. 17-01045-ab1
	.	
Plaintiff,	.	
	.	
vs.	.	
	.	
PLATONOVA, et al,	.	
	.	
Defendants.	.	
.	
BANK OF NEW YORK MELLON,	.	Adv. No. 17-01046-ab1
	.	
Plaintiff,	.	
	.	
vs.	.	
	.	
SFR INVESTMENT POOL 1, LLC,	.	
et al,	.	
	.	
Defendants.	.	
.	
ALESSI & KOENIG, LLC,	.	Adv. No. 17-01047-ab1
	.	
Plaintiff,	.	
	.	
vs.	.	
	.	
HEBERT, et al,	.	
	.	
Defendants.	.	
.	
BAYVIEW LOAN SERVICING, LLC,	.	Adv. No. 17-01050-ab1
	.	
Plaintiff,	.	
	.	
vs.	.	
	.	
VALDEZ, et al,	.	
	.	
Defendants.	.	
.	

KE ALOHA HOLDINGS, LLC,	.	Adv. No. 17-01051-ab1
Plaintiff,	.	
vs.	.	
CHERKASSKY, et al,	.	
Defendants.	.	
.....	.	
NV EAGLES, LLC,	.	Adv. No. 17-01053-ab1
Plaintiff,	.	
vs.	.	
COUNTRYWIDE HOME	.	
LOANS, INC., et al,	.	
Defendants.	.	
.....	.	
LVDG, LLC [SERIES 116],	.	Adv. No. 17-01054-ab1
Plaintiff,	.	
vs.	.	
SHARMA, et al,	.	
Defendants.	.	
.....	.	
LN MANAGEMENT LLC SERIES	.	Adv. No. 17-01057-ab1
8729 AUTUMN VALLEY,	.	
Plaintiff,	.	
vs.	.	
SZUKALA, et al,	.	
Defendants.	.	
.....	.	
SMM CAPITAL, LLC,	.	Adv. No. 17-01058-ab1
Plaintiff,	.	
vs.	.	
BANK OF AMERICA, N.A., et al.	.	
Defendants.	.	
.....	.	

LN MANAGEMENT LLC SERIES	.	Adv. No. 17-01059-abl
5227 ENGLISH ASTER,	.	
	.	
Plaintiff,	.	
	.	
vs.	.	
	.	
HARDY, et al,	.	
	.	
Defendants.	.	
.....	.	
LN MANAGEMENT SERIES 2016,	.	Adv. No. 17-01060-abl
NAVASOTA,	.	
	.	
Plaintiff,	.	
	.	
vs.	.	
	.	
HERNANDEZ, et al,	.	
	.	
Defendants.	.	
.....	.	
LN MANAGEMENT, LLC,	.	Adv. No. 17-01061-abl
	.	
Plaintiff,	.	
	.	
vs.	.	
	.	
PENA, et al,	.	
	.	
Defendants.	.	
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ALESSI & KOENIG, LLC,	.	Adv. No. 17-01063-abl
	.	
Plaintiff,	.	
	.	
vs.	.	
	.	
SHI, et al,	.	
	.	
Defendants.	.	
.....	.	
STEIJUM HOLDING, LC,	.	Adv. No. 17-01064-abl
	.	
Plaintiff,	.	
	.	
vs.	.	
	.	
BANK OF AMERICA, N.A., et al	.	
	.	
Defendants.	.	
.....	.	

U.S. BANK, NATIONAL	.	Adv. No. 17-01070-abl
ASSOCIATION,	.	
	.	
Plaintiff,	.	
	.	
vs.	.	
	.	
SFR INVESTMENTS POOL 1, LLC,	.	
	.	
Defendant.	.	
	.	
ALESSI & KOENIG, LLC,	.	Adv. No. 17-01071-abl
	.	
Plaintiff,	.	
	.	
vs.	.	
	.	
BAC HOME LOANS SERVICING, LP.	.	
et al,	.	
	.	
Defendants.	.	
	.	
DEUTSCHE BANK TRUST COMPANY,	.	Adv. No. 17-01072-abl
	.	
Plaintiff,	.	
	.	
vs.	.	
	.	
LVDG LLC SERIES 180, et al,	.	
	.	
Defendants.	.	
	.	
DEUTSCHE BANK TRUST COMPANY,	.	Adv. No. 17-01073-abl
	.	
Plaintiff,	.	
	.	
vs.	.	
	.	
SFR INVESTMENTS POOL 1, LLC,	.	
	.	
Defendant.	.	
	.	
ALESSI & KOENIG, LLC,	.	Adv. No. 17-01074-abl
	.	
Plaintiff,	.	
	.	
vs.	.	
	.	
WOOD, et al,	.	
	.	
Defendants.	.	
	.	
	.	

SOLOMON,	.	Adv. No. 17-01092-ab1
	.	
Plaintiff,	.	
	.	
vs.	.	
	.	
BIERNACKI, et al,	.	
	.	
Defendants.	.	
.	
SOUTH LAND HOLDING FAMILY	.	Adv. No. 17-01097-ab1
TRUST,	.	
	.	
Plaintiff,	.	
	.	
vs.	.	
	.	
SFR INVESTMENTS POOL 1, LLC,	.	
et al,	.	
	.	
Defendants.	.	
.	
ALLIANT COMMERCIAL, LLC	.	Adv. No. 17-01100-ab1
	.	
Plaintiff,	.	
	.	
vs.	.	
	.	
GREEN TREE SERVICING, LLC,	.	
	.	
Defendant.	.	
.	
ALESSI & KOENIG, LLC,	.	Adv. No. 17-01103-ab1
	.	
Plaintiff,	.	
	.	
vs.	.	
	.	
CROTEAU, et al,	.	
	.	
Defendants.	.	
.	
ALESSI & KOENIG, LLC,	.	Adv. No. 17-01105-ab1
	.	
Plaintiff,	.	
	.	
vs.	.	
	.	
LAS VEGAS VALLEY WATER	.	
DISTRICT, et al,	.	
	.	
Defendants.	.	

LN MANAGEMENT LLC SERIES	Adv. No. 17-01127-abl
5576 ROCHELLE 8C,	
Plaintiff,	
vs.	
OMORI, et al,	
Defendants.	
PROF-2013-M4 LEGAL TITLE	Adv. No. 17-01129-abl
TRUST,	
Plaintiff,	
vs.	
SFR INVESTMENTS POOL 1, LLC,	
Defendant.	
U.S. BANK NATIONAL	Adv. No. 17-01133-abl
ASSOCIATION,	
Plaintiff,	
vs.	
SFR INVESTMENTS POOL 1, LLC,	
Defendant.	
THE BANK OF NEW YORK MELLON,	Adv. No. 17-01134-abl
Plaintiff,	
vs.	
VILLA AVADA CT TRUST, et al,	
Defendants.	

U.S. BANK NATIONAL ASSOCIATION,	Adv. No. 17-01139-abl
Plaintiff,	
vs.	
SFR INVESTMENTS POOL 1, LLC, et al,	
Defendants.	
RESOURCES GROUP, LLC,	Adv. No. 17-01140-abl
Plaintiff,	
vs.	
U.S. BANK NATIONAL ASSOCIATION, et al,	
Defendants.	
WELLS FARGO BANK, N.A.,	Adv. No. 17-01141-abl
Plaintiff,	
vs.	
TERRAFIRMA VENTURE, LLC, et al,	
Defendants.	
CITIBANK, N.A., et al,	Adv. No. 17-01142-abl
Plaintiffs,	
vs.	
LN MANAGEMENT, LLC, et al,	
Defendants.	

HOLM INTERNATIONAL PROPERTIES, LLC, Plaintiff, vs. LITTON LOAN SERVICING, LP, et al, Defendants.	Adv. No. 17-01143-abl
U.S. BANK NATIONAL ASSOCIATION, Plaintiff, vs. RESOURCES GROUP, LLC, et al, Defendants.	Adv. No. 17-01145-abl
PRAIRIE FLOWER HOLDINGS, LLC, Plaintiff, vs. WELLS FARGO BANK, N.A., Defendant.	Adv. No. 17-01146-abl
ALESSI & KOENIG, LLC, Plaintiff, vs. MOORE, et al, Defendants.	Adv. No. 17-01147-abl

ALESSI & KOENIG, LLC,	.	Adv. No. 17-01160-abl
Plaintiff,	.	
vs.	.	
THE BANK OF NEW YORK MELLON,	.	
et al,	.	
Defendants.	.	
.....	.	
DESERT PINE VILLAS	.	Adv. No. 17-01163-abl
HOMEOWNERS ASSOCIATION,	.	
Plaintiff,	.	
vs.	.	
REDDEN, et al,	.	
Defendants.	.	
.....	.	
NATIONSTAR MORTGAGE,	.	Adv. No. 17-01164-abl
Plaintiff,	.	
vs.	.	
SUTTER CREEK HOMEOWNERS	.	
ASSOCIATION, et al,	.	
Defendants.	.	
.....	.	
ALESSI & KOENIG, LLC,	.	Adv. No. 17-01165-abl
Plaintiff,	.	
vs.	.	
NALBANDIAN, et al,	.	
Defendants.	.	
.....	.	
TALLARD CT TRUST,	.	Adv. No. 17-01167-abl
Plaintiff,	.	
vs.	.	
HALLER, et al,	.	
Defendants.	.	

- CONTINUED -

TRANSCRIPT OF 17-01015 ORAL RULING RE: MOTION FOR REMAND MOTION TO REMAND ACTION TO NEVADA STATE COURT WITH CERTIFICATE OF SERVICE FILED BY DIANA S. CLINE EBRON ON BEHALF OF SFR INVESTMENTS POOL 1, LLC [10];

17-01016 ORAL RULING RE: AMENDED MOTION FOR REMAND ACTION TO NEVADA STATE COURT FILED BY JAMES D. GREENE ON BEHALF OF KE ALOHA HOLDINGS, LLC [12];

17-01017 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY MICHAEL N. BEEDE ON BEHALF OF RJRN HOLDINGS, LLC

17-01018 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY KERRY P. FAUGHNAN ON BEHALF OF LN MANAGEMENT LLC SERIES 7205 VISTA BONITA

17-01020 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY MICHAEL N. BEEDE ON BEHALF OF NEVADA PROPERTY HOLDINGS, LLC

17-01022 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY DIANA S. CLINE EBRON ON BEHALF OF SFR INVESTMENTS POOL 1, LLC [7];

17-01023 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY MICHAEL F. BOHN ON BEHALF OF SATICOY BAY LLC SERIES 4456 ACROPOLIS [6];

17-01025 ORAL RULING RE: MOTION FOR REMAND ACTION TO NEVADA STATE COURT WITH CERTIFICATE OF SERVICE FILED BY DARIUS F. RAFIE ON BEHALF OF HOLM INTERNATIONAL PROPERTIES, LLC [4];

17-01026 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY MICHAEL F. BOHN ON BEHALF OF OLIVER SAGEBRUSH DRIVE TRUST [4];

17-01027 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY DIANA S. CLINE EBRON ON BEHALF OF SFR INVESTMENTS POOL 1, LLC [7];

17-01029 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY MICHAEL N. BEEDE ON BEHALF OF RH KIDS, LLC [6];



17-01030 ORAL RULING RE: MOTION FOR REMAND MOTION TO REMAND
ACTION TO NEVADA STATE COURT WITH CERTIFICATE OF SERVICE
FILED BY DIANA S. CLINE EBRON ON BEHALF OF
SFR INVESTMENTS POOL 1, LLC [6];

17-01031 ORAL RULING RE: MOTION FOR REMAND FILED BY
ROGER P. CROTEAU ON BEHALF OF LVDG, LLC SERIES 201 [4];

17-01032 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF
SERVICE FILED BY MICHAEL N. BEEDE ON BEHALF OF
CKVC INVESTMENTS, LLC [9];
ORAL RULING RE: MOTION TO REMAND ACTION TO NEVADA STATE COURT
WITH CERTIFICATE OF SERVICE FILED BY KURT R. BONDS ON BEHALF OF
SOUTHERN HIGHLANDS COMMUNITY ASSOCIATION [5];

TRANSCRIPT OF 17-01035 ORAL RULING RE: MOTION FOR REMAND
WITH CERTIFICATE OF SERVICE FILED BY MICHAEL N. BEEDE
ON BEHALF OF RJRN HOLDINGS, LLC [5];

17-01038 ORAL RULING RE: MOTION FOR REMAND MOTION TO REMAND
ACTION TO NEVADA STATE COURT WITH CERTIFICATE OF SERVICE
FILED BY DIANA S. CLINE EBRON ON BEHALF OF
SFR INVESTMENTS POOL 1, LLC [7];

17-01039 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF
SERVICE FILED BY KERRY P. FAUGHNAN ON BEHALF OF LN
MANAGEMENT LLC SERIES 4980 DROUBAY [4];

17-01041 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF
SERVICE FILED BY DIANA S. CLINE EBRON ON BEHALF OF
SFR INVESTMENTS POOL 1, LLC [9];

17-01042 ORAL RULING RE: MOTION FOR REMAND ACTION TO NEVADA
STATE COURT WITH CERTIFICATE OF SERVICE FILED BY KURT R. BONDS
ON BEHALF OF SOUTHERN HIGHLANDS COMMUNITY ASSOCIATION [6];

17-01043 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF
SERVICE FILED BY MICHAEL F. BOHN ON BEHALF OF SATICOY BAY
SERIES 4330 MELROSE ABBEY PLACE [4];

17-01045 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE
OF SERVICE FILED BY MICHAEL N. BEEDE ON BEHALF OF
RJRN HOLDINGS, LLC [6]

17-01046 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE
OF SERVICE FILED BY HOWARD C. KIM ON BEHALF OF
SFR INVESTMENTS POOL 1, LLC [6]



- 17-01047 ORAL RULING RE: MOTION FOR REMAND FILED BY
ROGER P. CROTEAU ON BEHALF OF THUNDER PROPERTIES, INC. [5];
- 17-01050 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF
SERVICE FILED BY DIANA S. CLINE EBRON ON BEHALF OF
SFR INVESTMENTS POOL 1, LLC [6];
- 17-01051 ORAL RULING RE: AMENDED MOTION FOR REMAND ACTION TO
NEVADA STATE COURT FILED BY JAMES D. GREENE ON BEHALF OF
KE ALOHA HOLDINGS, LLC [11];
- 17-01053 ORAL RULING RE: MOTION FOR REMAND TO NEVADA STATE
COURT FILED BY KIRBY C. GRUCHOW JR. ON BEHALF OF LEACH JOHNSON
SONG & GRUCHOW [6];
- 17-01054 ORAL RULING RE: MOTION FOR REMAND FILED BY ROGER P.
CROTEAU ON BEHALF OF LVDG, LLC [SERIES 116] [5];
- 17-01057 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF
SERVICE FILED BY KERRY P. FAUGHNAN ON BEHALF OF LN MANAGEMENT
LLC SERIES 8729 AUTUMN VALLEY [5];
- 17-01058 ORAL RULING RE: MOTION FOR REMAND TO NEVADA STATE
COURT FILED BY KIRBY C. GRUCHOW JR. ON BEHALF OF CAMP LADY OF
SNOWS MUTUAL WATER AND IMPROVEMENT ASSOCIATION [5];
ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE
FILED BY SARAH A. MORRIS ON BEHALF OF SMM CAPITAL, LLC [9];
- 17-01059 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF
SERVICE FILED BY KERRY P. FAUGHNAN ON BEHALF OF LN MANAGEMENT
LLC SERIES 5227 ENGLISH ASTER [4];
- 17-01060 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF
SERVICE FILED BY KERRY P. FAUGHNAN ON BEHALF OF LN MANAGEMENT
SERIES 2016, NAVASOTA [7];
- 17-01061 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF
SERVICE FILED BY KERRY P. FAUGHNAN
ON BEHALF OF LN MANAGEMENT, LLC [5];
- 17-01063 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF
SERVICE FILED BY MICHAEL N. BEEDE ON BEHALF OF
RJRN HOLDINGS LLC [6];
- 17-01064 ORAL RULING RE: MOTION FOR REMAND OF ACTION TO NEVADA
STATE COURT WITH CERTIFICATE OF SERVICE FILED BY DARIUS F.
RAFIE ON BEHALF OF STEIJUM HOLDINGS, LC [5];



- 17-01065 ORAL RULING RE: MOTION FOR REMAND FILED BY ROGER P. CROTEAU ON BEHALF OF LAS VEGAS DEVELOPMENT GROUP, LLC [5];
- 17-01067 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY KERRY P. FAUGHNAN ON BEHALF OF LN MANAGEMENT LLC SERIES 7229 PAINTED SHADOWS [5];
- 17-01068 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY KERRY P. FAUGHNAN ON BEHALF OF LN MANAGEMENT LLC SERIES 5310 JOSHUA JOSE [4];
- 17-01069 ORAL RULING RE: AMENDED MOTION FOR REMAND ACTION TO STATE COURT WITH CERTIFICATE OF SERVICE FILED BY MICHAEL F. BOHN ON BEHALF OF LN MANAGEMENT LLC, SERIES 769 OAKMONT [9];
- 17-01070 ORAL RULING RE: MOTION FOR REMAND MOTION TO REMAND ACTION TO NEVADA STATE COURT WITH CERTIFICATE OF SERVICE FILED BY DIANA S. CLINE EBRON ON BEHALF OF SFR INVESTMENTS POOL 1, LLC [5];
- 17-01071 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY DIANA S. CLINE EBRON ON BEHALF OF SFR INVESTMENTS POOL 1, LLC [7];
- 17-01072 ORAL RULING RE: MOTION FOR REMAND AND FOR ATTORNEYS' FEES AND COSTS FILED BY ROGER P. CROTEAU ON BEHALF OF LVDG LLC SERIES 180, THUNDER PROPERTIES, INC. [5];
- 17-01073 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY DIANA S. CLINE EBRON ON BEHALF OF SFR INVESTMENTS POOL 1, LLC [7];
- 17-01074 ORAL RULING RE: MOTION FOR REMAND MOTION TO REMAND ACTION TO NEVADA STATE COURT WITH CERTIFICATE OF SERVICE FILED BY DIANA S. CLINE EBRON ON BEHALF OF SFR INVESTMENTS POOL 1, LLC [6];
- 17-01075 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY KERRY P. FAUGHNAN ON BEHALF OF LN MANAGEMENT, LLC, ROYAL SCOTS AVE TRUST [4];
- ORAL RULING RE: MOTION FOR REMAND TO NEVADA STATE COURT FILED BY KIRBY C. GRUCHOW JR. ON BEHALF OF ROYAL HIGHLANDS STREET AND LANDSCAPE MAINTENANCE CORPORATION [8];
- 17-01076 ORAL RULING RE: MOTION FOR REMAND OR ABSTAIN WITH CERTIFICATE OF SERVICE FILED BY WILLIAM A. BAKER ON BEHALF OF RENO PROJECT MANAGEMENT, LLC [5];



17-01077 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY KERRY P. FAUGHNAN ON BEHALF OF SANUCCI CT TRUST [8];

ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY KURT R. BONDS ON BEHALF OF SOUTHERN HIGHLANDS COMMUNITY ASSOCIATION [5];

17-01082 ORAL RULING RE: MOTION FOR REMAND MOTION TO REMAND TO NEVADA STATE COURT WITH CERTIFICATE OF SERVICE FILED BY DIANA S. CLINE EBRON ON BEHALF OF SFR INVESTMENTS POOL 1, LLC [6];

17-01085 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY DIANA S. CLINE EBRON ON BEHALF OF SFR INVESTMENTS POOL 1, LLC [9];

17-01089 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY MICHAEL F. BOHN ON BEHALF OF RIVER GILDER AVENUE TRUST [4];

17-01090 ORAL RULING RE: MOTION FOR REMAND TO NEVADA STATE COURT FILED BY KIRBY C. GRUCHOW JR. ON BEHALF OF DESERT PINE VILLAS HOMEOWNERS ASSOCIATION [4];

17-01091 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY ROBERT S. LARSEN ON BEHALF OF SAPPHIRE HOMEOWNERS ASSOCIATION [8];

17-01092 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY MICHAEL N. BEEDE ON BEHALF OF RICHARD SOLOMON [6];

17-01097 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY DIANA S. CLINE EBRON ON BEHALF OF SFR INVESTMENTS POOL 1, LLC [8];

17-01100 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY MICHAEL N. BEEDE ON BEHALF OF ALLIANT COMMERCIAL LLC [6];

17-01103 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY MICHAEL N. BEEDE ON BEHALF OF RJRN HOLDINGS LLC [6];

17-01105 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY DIANA S. CLINE EBRON ON BEHALF OF SFR INVESTMENTS POOL 1, LLC [7];



17-01106 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY MICHAEL N. BEEDE ON BEHALF OF RODNEY HOLDINGS, LLC, RODNEY HOLDINGS, LLC [6];

17-01107 ORAL RULING RE: MOTION FOR REMAND MOTION TO REMAND ACTION TO NEVADA STATE COURT WITH CERTIFICATE OF SERVICE FILED BY DIANA S. CLINE EBRON ON BEHALF OF SFR INVESTMENTS POOL 1, LLC, SFR INVESTMENTS POOL 1, LLC [9];

17-01108 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY DIANA S. CLINE EBRON ON BEHALF OF SFR INVESTMENTS POOL 1, LLC [9];

17-01109 ORAL RULING RE: MOTION FOR REMAND FILED BY MATTHEW J. MCALONIS ON BEHALF OF ESTATES AT STALLION MOUNTAIN HOMEOWNERS ASSOCIATION [5];

17-01112 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY MICHAEL N. BEEDE ON BEHALF OF RICK SALOMON [6];

17-01113 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY DIANA S. CLINE EBRON ON BEHALF OF SFR INVESTMENTS POOL 1, LLC [7];

17-01117 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY DIANA S. CLINE EBRON ON BEHALF OF SFR INVESTMENTS POOL 1, LLC [7];

17-01119 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY DIANA S. CLINE EBRON ON BEHALF OF SFR INVESTMENTS POOL 1, LLC, SFR INVESTMENTS POOL 1, LLC [7];

17-01121 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY DIANA S. CLINE EBRON ON BEHALF OF SFR INVESTMENTS POOL 1, LLC [7];

17-01127 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY KERRY P. FAUGHNAN ON BEHALF OF LN MANAGEMENT LLC SERIES 5576 ROCHELLE 8C [5];

17-01129 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY DIANA S. CLINE EBRON ON BEHALF OF SFR INVESTMENTS POOL 1, LLC, SFR INVESTMENTS POOL 1, LLC [7];

17-01133 ORAL RULING RE: MOTION FOR REMAND MOTION TO REMAND ACTION TO NEVADA STATE COURT WITH CERTIFICATE OF SERVICE FILED BY DIANA S. CLINE EBRON ON BEHALF OF SFR INVESTMENTS POOL 1, LLC, SFR INVESTMENTS POOL 1, LLC [7];



- 17-01134 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY MICHAEL F. BOHN ON BEHALF OF VILLA AVADA CT TRUST [5];
- 17-01135 ORAL RULING RE: MOTION FOR REMAND AND FOR ATTORNEYS' FEES AND COSTS FILED BY ROGER P. CROTEAU ON BEHALF OF LAS VEGAS DEVELOPMENT GROUP, LLC [7];
- 17-01136 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY MICHAEL N. BEEDE ON BEHALF OF RJRN HOLDINGS, LLC [15];
- 17-01137 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY DIANA S. CLINE EBRON ON BEHALF OF SFR INVESTMENTS POOL 1, LLC [7];
- 17-01138 ORAL RULING RE: AMENDED MOTION FOR REMAND DENY WITHOUT PREJUDICE ALL PENDING MOTIONS WITH CERTIFICATE OF SERVICE FILED BY KERRY P. FAUGHNAN ON BEHALF OF CASA CHRISTINA LN TRUST [9];
- 17-01139 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY DIANA S. CLINE EBRON ON BEHALF OF SFR INVESTMENTS POOL 1, LLC [7];
- 17-01140 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY MICHAEL F. BOHN ON BEHALF OF RESOURCES GROUP, LLC [5];
- 17-01141 ORAL RULING RE: MOTION FOR REMAND FILED BY ZACHARY T. BALL ON BEHALF OF TERRAFIRMA VENTURE LLC [5];
- 17-01142 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY KERRY P. FAUGHNAN ON BEHALF OF LN MANAGEMENT, LLC [5];
- 17-01143 ORAL RULING RE: MOTION FOR REMAND TO NEVADA STATE COURT WITH CERTIFICATE OF SERVICE FILED BY DARIUS F. RAFIE ON BEHALF OF HOLM INTERNATIONAL PROPERTIES, LLC, HOLM INTERNATIONAL PROPERTIES, LLC [10];
- ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY ROBERT S. LARSEN ON BEHALF OF AVILA PARK HOMEOWNERS ASSOCIATION [7];
- 17-01145 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY MICHAEL F. BOHN ON BEHALF OF DAISY TRUST, RESOURCES GROUP, LLC [5];



- 17-01146 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY MICHAEL N. BEEDE ON BEHALF OF PRAIRIE FLOWER HOLDINGS, LLC [6];
- 17-01147 ORAL RULING RE: MOTION FOR REMAND MOTION TO REMAND ACTION TO NEVADA STATE COURT WITH CERTIFICATE OF SERVICE FILED BY DIANA S. CLINE EBRON ON BEHALF OF SFR INVESTMENTS POOL 1, LLC, SFR INVESTMENTS POOL 1, LLC [7];
- 17-01148 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY MICHAEL N. BEEDE ON BEHALF OF JAMES M. ALLRED IRA, LLC, SUZANNAH R. NOONAN, IRA, LLC [12];
- 17-01149 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY DIANA S. CLINE EBRON ON BEHALF OF SFR INVESTMENTS POOL 1, LLC [7];
- 17-01150 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY MICHAEL N. BEEDE ON BEHALF OF RH KIDS, LLC [6];
- 17-01151 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY AARON R. DEAN ON BEHALF OF KEYNOTE PROPERTIES, LLC [5];
- 17-01153 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY MICHAEL N. BEEDE ON BEHALF OF RICHARD SALOMON [6];
- 17-01154 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY DIANA S. CLINE EBRON ON BEHALF OF SFR INVESTMENTS POOL 1, LLC [7];
- 17-01155 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY MICHAEL N. BEEDE ON BEHALF OF INTERNATIONAL FREEDOM INDUSTRIES LLC [6];
- 17-01157 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY MICHAEL N. BEEDE ON BEHALF OF CSC ACQUISITIONS & HOLDING GROUP, LLC [8];
- 17-01160 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY DIANA S. CLINE EBRON ON BEHALF OF SFR INVESTMENTS POOL 1, LLC, SFR INVESTMENTS POOL 1, LLC [8];
- 17-01163 ORAL RULING RE: MOTION FOR REMAND TO NEVADA STATE COURT FILED BY KIRBY C. GRUCHOW JR. ON BEHALF OF DESERT PINE VILLAS HOMEOWNERS ASSOCIATION [5];



- 17-01164 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY DIANA S. CLINE EBRON ON BEHALF OF SFR INVESTMENTS POOL 1, LLC [6];
- 17-01165 ORAL RULING RE: MOTION FOR REMAND OR ABSTAIN FILED BY DAVID S. LEE ON BEHALF OF TOW PROPERTIES, LLC [5];
- 17-01167 ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY KERRY P. FAUGHNAN ON BEHALF OF TALLARD CT TRUST [9];
- ORAL RULING RE: MOTION FOR REMAND WITH CERTIFICATE OF SERVICE FILED BY KURT R. BONDS ON BEHALF OF SOUTHERN HIGHLANDS COMMUNITY ASSOCIATION [5];
- 17-01170 ORAL RULING RE: MOTION FOR REMAND TO NEVADA STATE COURT FILED BY KIRBY C. GRUCHOW JR. ON BEHALF OF ARBOR PARK COMMUNITY ASSOCIATION [4];
- 17-01175 ORAL RULING RE: MOTION FOR REMAND AND FOR ATTORNEYS' FEES AND COSTS FILED BY ROGER P. CROTEAU ON BEHALF OF 2298 DRIFTWOOD TIDE TRUST [4]

APPEARANCES: (Continued)

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Las Vegas, NV 89144



1 (Proceedings commence at 1:36 p.m.)

2 MR. JONES: Good afternoon, Your Honor.

3 THE COURT: All right. We're here for the matters on
4 my 1:30 calendar. I say "matters," it's really an oral ruling
5 on around 100 motions for remand of adversary proceedings to
6 state court. The main bankruptcy case in which today's -- to
7 which today's oral ruling relates is Alessi & Koenig, LLC,
8 Chapter 7 number 16-16593. The adversary proceedings will be
9 identified in the course of my oral ruling today.

10 We'll start with appearances.

11 MR. JONES: Good afternoon, Your Honor. Evan Jones
12 of O'Melveny & Myers representing Bank of America. I should
13 also have on the phone with me my colleague, Mr. Patrick.

14 THE COURT: The Court will note that Mr. Patrick's
15 appearance -- will note Mr. Patrick's appearance on the record
16 today. He is on the telephone in listen-only mode.

17 MR. JONES: Thank you, Your Honor.

18 THE COURT: All right. Thank you, counsel.

19 MS. MILLER: Good afternoon, Your Honor. Christina
20 Miller on behalf of numerous financial institutions. Would you
21 like me to read through the specific adversary numbers which we
22 represent or would it be okay with you if I just state the ones
23 that I made a formal appearance during the hearings?

24 THE COURT: Whatever is your pleasure, counsel.

25 MS. MILLER: Your Honor, then I'll just say the



1 financial institutions that I made a formal appearance during
2 the May 25th hearing on behalf of.

3 THE COURT: Very well.

4 MS. MILLER: Thank you.

5 THE COURT: Thank you.

6 MR. GERRARD: Good afternoon, Your Honor. Douglas
7 Gerrard, Gerrard Cox Larsen, on behalf of Nationstar Mortgage
8 Lending, as well as Bank of New York Mellon.

9 THE COURT: Good afternoon.

10 MS. GRIFFITH: Good afternoon, Your Honor. Blakeley
11 Griffith on behalf of Ditech Financial.

12 THE COURT: Good afternoon.

13 MS. RUBIN: Good afternoon, Your Honor. Stacy Rubin
14 on behalf of Homeward Residential. I believe it's item
15 number 22.

16 THE COURT: Ms. Rubin.

17 MS. FOLEY: Good afternoon, Your Honor. Brigitte
18 Foley of Wolfe & Wyman on behalf of Ditech Financial.

19 THE COURT: Good afternoon.

20 MR. SLOANE: Afternoon, Your Honor. Jeffrey G.
21 Sloane on behalf of Highlands Ranch Homeowners Association.

22 THE COURT: Good afternoon.

23 MR. KIM: Good afternoon, Your Honor. Howard Kim on
24 behalf of SFR Investments Pool 1, LLC.

25 THE COURT: Mr. Kim.



1 MR. BRENNER: Good afternoon, Your Honor. Darren
2 Brenner for various lenders and servicers as noted in the
3 records.

4 THE COURT: Good afternoon.

5 MR. BRENNER: Thank you.

6 MR. ARLITZ: Good afternoon, Your Honor. Jeff Arlitz
7 from the Law Office of Michael F. Bohn, and I'm here on nine
8 different ones. Could I put them on the record if you don't
9 mind as just --

10 THE COURT: As you like it, counsel.

11 MR. ARLITZ: It's the -- docket number 1, Ruperts
12 Court Trust, docket 11, the Oliver Sagebrush Drive Trust,
13 docket 23, the Saticoy Bay Series Melrose Abbey Place, docket
14 55, River Glider Avenue Trust, docket 75, the Villa Avada Court
15 Trust, docket 81, the Resources Group, and docket 86, Resources
16 Group, as well. Also, in docket 42, I'm appearing on behalf of
17 Charles Giesendorf, who is in the process of substituting in
18 for LN Management LLC Series 769 Oakmont.

19 THE COURT: All right. Thank you, counsel.

20 MR. ARLITZ: Thank you, Your Honor.

21 THE COURT: You're welcome.

22 Counsel?

23 MR. FAUGHNAN: Good afternoon, Your Honor. Kerry
24 Faughnan on behalf of all the entities that I appeared for on
25 the record at the May 30th hearing.



1 THE COURT: Very well.

2 MR. BEEDE: Good afternoon, Your Honor. Mike Beede
3 on behalf of each of the entities that I appeared on behalf of
4 at the previous hearing.

5 THE COURT: All right.

6 MR. SASSI: Good afternoon, Your Honor. Anthony
7 Sassi on behalf of Citimortgage, Inc.

8 THE COURT: Good afternoon.

9 MR. VAN PATTEN: Good afternoon. Ace Van Patten on
10 behalf of Bank of New York Mellon on item number 97.

11 THE COURT: All right.

12 MR. WISEMAN: Good afternoon, Your Honor. Timothy
13 Wiseman representing SMM Capital on docket number 33.

14 THE COURT: All right.

15 MR. LARSEN: Good afternoon, Your Honor. Robert
16 Larsen on behalf of various HOAs who were noted at the last
17 hearing.

18 THE COURT: Good afternoon.

19 MR. LARSEN: Thank you.

20 MR. BONDS: Good afternoon, Your Honor. Kurt Bonds
21 on behalf of Southern Highlands.

22 THE COURT: All right. Good afternoon.

23 Appearances have been noted on the record for today's
24 oral ruling by way of procedure. This is what will happen
25 today. I will resolve the motions to remand these adversary



1 proceedings to state court one way or the other.

2 As is true just about any time I'm asking to reach a
3 decision as to a contested matter like these motions, the
4 chances are about half of the people that are here today are
5 not going to like what I have to say, and if I'm really off my
6 game, perhaps none of you will like what I have to say. I hope
7 that's not true. But the fact is, is that whatever my decision
8 today, if you disagree with it, there are ways in which you can
9 proceed to challenge it. All the parties here have substantial
10 representation, and I'm probably saying some things that you
11 already know, but if you don't like what I have to say, you may
12 seek relief under Federal Rule of Civil Procedure 59,
13 applicable here under Bankruptcy Rule 9023.

14 You can also ask for relief from my order under
15 Federal Rule of Civil Procedure 60, applicable here under
16 Bankruptcy Rule 9024. And if you're not sure I'll ever get it
17 right no matter how many times you ask me to consider the
18 matter, then you can, to the extent that it's appropriate given
19 the issues that are pending before me, ask for a review of my
20 decision by way of appeal, depending on whether or not the
21 rules will allow it and whether or not the reviewing court
22 believes that it's appropriate.

23 The fact of the matter is, and the reason I bring
24 those issues up, is regardless of whether you like or agree
25 with what I have to say today, if you don't, there are ways



1 that you proceed in order to address it. So today's not the
2 day to run up to the podium after I announce my ruling on the
3 record and say, but wait, Judge, you forgot this, or, Judge, I
4 disagree with that. That's not the deal. Today is the ruling
5 on this issue. If you want to talk to me about the ruling
6 later, there's ways to do it. Those will -- those ways require
7 filings of motions and other pleadings. Today is simply the
8 day that I tell you the rest of the story as to these contested
9 remand motions.

10 And I say that because the tendency of counsel,
11 especially counsel that's engaged at a level as the attorneys
12 are in these matters that have been pending in a number of
13 different forums for quite a while and in connection with a
14 matter that is -- continues to be hotly litigated, the tendency
15 -- the desire is to come and talk to me about my decision
16 today. I will -- as soon as I'm done with my ruling today,
17 I'll simply ask Ms. Mendoza if I have anything more on my
18 calendar, and then I will exit stage left. I will not
19 entertain questions or comments with respect to my ruling today
20 unless and until there's a request to review later.

21 And let me tell you why I do that. It's not because
22 I don't enjoy colloquy with counsel. In fact, that's one of
23 the best parts of this job is having a substantive issue like
24 this one pending where the lawyers do a good job and you have
25 that interaction. But what I found over time is when I do oral



1 rulings, if I allow those kinds of questions and colloquy after
2 I issue my decision, it muddies the record, and that's
3 counterproductive for you in the event that you do seek to have
4 me reconsider or look at my decision again or if you seek an
5 appeal. It makes the record less clear for the reviewing
6 court. So if it seems like I'm quick to exit stage left, it's
7 not because I have any concerns about what I'm going to say.
8 In fact, I'm confident about it. It's simply to make sure that
9 the record is as clear and concise as it can be in the event
10 that some or all of you wish to seek review, whether it be by
11 this court or another.

12 I will say this at the outset, too. The arguments
13 conducted in this matter were helpful to the Court in terms of
14 coming to grips with the issues that are pending here. And so
15 with that, I will begin my decision, and I will start with the
16 procedural posture of the cases in which these motions for
17 remand pend.

18 The procedural posture is as follows: The main
19 bankruptcy case that gives rise to these adversary proceedings
20 in which these motions for remand were filed is In re Alessi &
21 Koenig, LLC, Chapter 7 case number 16-16593. That Chapter 7
22 bankruptcy case commenced with the filing of a voluntary
23 Chapter 7 bankruptcy petition on December 13th of 2016. You
24 can see that by reference to ECF Number 1 in Chapter 7 number
25 16-16593.



1 Then, the adversary proceedings, the adversary
2 proceedings are the result of filings between March 2nd of 2017
3 and May 24th of 2017. Notices of removal were filed between
4 those dates triggering the commencement of a total of 161
5 adversary proceedings before this Court, all associated with
6 the Chapter 7 bankruptcy case of Alessi & Koenig, LLC,
7 Chapter 7 number 16-16593.

8 The remand motions are next that are under
9 submission, and they are the reason for today's oral ruling.
10 In those 161 adversary proceedings, a total of 109 motions for
11 remand were subsequently filed with this court. Of those 109
12 motions, five were duplicates. That is to say in five of those
13 109 adversary proceedings, two remand motions were filed as
14 follows.

15 First, in CKV Investments, LLC v. Bobe, et al,
16 adversary number 17-01032, you can see the two motions at ECF
17 Number 5 and 9.

18 Second, in SMM Capital, LLC v. Bank of America, N.A.,
19 et al, adversary number 17-01058, you can see the duplicate
20 motions at ECF Numbers 5 and 9.

21 In the adversary of Anna Yi, individual and as
22 trustee of the Yi S & A Family Trust v. Royal Highlands Street
23 and Landscape Maintenance Corporation, et al, adversary number
24 17-01075, you can see the duplicate motions at ECF Numbers 4
25 and 8.



1 Sanucci CT Trust v. Elevado is the next case,
2 adversary number 17-01077. You can see the duplicate filings
3 at ECF Number 5 and 8.

4 And finally, Holm International Properties, LLC v.
5 Litton Loan Servicing, LP, et al, adversary number 17-01143,
6 you can see the duplicate filings at ECF Numbers 7 and 10.

7 So all told, after adjusting for the five duplicates
8 just mentioned, remand motions were filed in 104 of the
9 adversary proceedings pending under the main case of Alessi &
10 Koenig, LLC, Chapter 7 number 16-16593. Of those adversary
11 proceedings in which remand motions were filed, 99 remand
12 motions were argued before the Court on May 25th, 2017. One
13 more remand motion was argued before the Court on June 27,
14 2017. At those two hearings, counsel for all interested
15 parties argued the merits of their respective positions on
16 several issues, including removal, remand, and abstention. So
17 as of June 27, 2017, remand motions have been both filed and
18 heard by the Court in 100 of the adversary proceedings
19 associated with the main case of Alessi & Koenig, LLC, Chapter
20 7 number 16-16593.

21 Next, from a procedural posture standpoint, there
22 were post-hearing dismissals subsequent to the June 27, 2017
23 hearing on the remand motions. Two of the adversary
24 proceedings with remand motions that had been argued and were
25 under submission with the Court were dismissed by stipulation



1 of the parties. On July 5th of 2017, adversary number 17-01159
2 was dismissed by stipulation of the parties. You can see that
3 by reference to ECF Numbers 21 and 22 in that adversary
4 proceeding. And then, on August 2nd, 2017, adversary number
5 17-01052 was dismissed. You can see the papers there in that
6 adversary proceeding at ECF Numbers 19 and 20.

7 So as of today, there are a total of 20 -- excuse me.
8 As of today, then there are a total of 98 adversary proceedings
9 with remand motions that have been argued and are under
10 submission with the Court, which will be resolved through
11 today's oral ruling. I'll identify those 98 adversary
12 proceedings on the record now, and they will also be captured
13 in the written ruling that will be docketed in the adversary
14 proceedings following today's oral ruling. They are as
15 follows:

16 Case number one, Ruperts Court Trust, et al, v.
17 Federal National Mortgage Association, adversary number
18 17-01012.

19 Alessi & Koenig v. Maunland, LLC, et al, adversary
20 case number 17-01013.

21 Next is Alessi & Koenig v. Weiss, et al, adversary
22 number 17-01015.

23 Next is KE Aloha Holdings, LLC v. Arsaga, et al,
24 adversary case number 17-01016.

25 Next is Alessi & Koenig v. Storm, et al, adversary



1 case number 17-01017.

2 Next is LN Management LLC Series 7205 Vista Bonita v.
3 Allsopp, et al, adversary number 17-01018.

4 Next is Nevada Property Holdings, LLC v. Blackford,
5 et al, adversary number 17-01020.

6 Next is Alessi & Koenig v. E&M Destiny, LLC,
7 adversary case number 17-01022.

8 Next is Saticoy Bay LLC Series 4456 Acropolis v. Bank
9 of America, N.A., et al, adversary number 17-01023.

10 Next is Holm International Properties, LLC v. Bank of
11 America, et al, adversary case number 17-01025.

12 Next is Oliver Sagebrush Drive Trust v. Nationstar
13 Mortgage, LLC, et al, adversary number 17-01026.

14 Next is Alessi & Koenig v. Martin, et al, adversary
15 case number 17-01027.

16 Next, Keynote Properties, LLC v. Avila, et al,
17 adversary number 17-01029.

18 Next is Alessi & Koenig v. Barnett, et al, adversary
19 number 17-01030.

20 Next is Alessi & Koenig v. Black, et al, adversary
21 number 17-01031.

22 Next, CKVC Investments, LLC v. Bobe, et al, adversary
23 number 17-01032.

24 Next, RJRN Holdings, LLC v. Jenkins, et al, adversary
25 number 17-01035.



1 Next is Alessi & Koenig v. Leeds, et al, adversary
2 number 17-01038.

3 Next is LN Management LLC Series 4980 Droubay v.
4 Ozturk, et al, adversary number 17-01039.

5 Next is Alessi & Koenig v. Ajayi, et al, adversary
6 number 17-01041.

7 Next is Howard Residential, Inc., formerly known as
8 American Home Mortgage Servicing, Inc. v. Alessi & Koenig, et
9 al, adversary number 17-01042.

10 Next, Saticoy Bay Series 4330 Melrose Abbey Place v.
11 Bank of New York Mellon, formerly known as the Bank of New
12 York, as trustee for the certificate holders of the CWMBS,
13 Inc., CHL Mortgage Pass-Through Trust 2007-3, Mortgage
14 Pass-Through Certificate, Series 2007-3, et al, adversary
15 number 17-01043.

16 Next is Pennymac Holdings, LLC v. Platonova. This is
17 adversary number 17-01045.

18 Next is Bank of New York Mellon, formerly known as
19 the Bank of New York, as trustee for the certificate holders of
20 the CWMBS, Inc. CHL Mortgage Pass-Through Trust 2006-0A4,
21 Mortgage Pass-Through Certificate Series 2006-0A4, et al v. SFR
22 Investments Pool 1, LLC, adversary case number 17-01046.

23 Next is Alessi & Koenig v. Hebert, et al, adversary
24 case number 17-01047.

25 Next is Bayview Loan Servicing, LLC v. Valdez, et al,



1 adversary case number 17-01050.

2 Next is KE Aloha Holdings, LLC v. Cherkassky, et al,
3 adversary case number 17-01051.

4 Next is NV Eagles, LLC v. Countrywide Home Loans,
5 Inc., et al, adversary case number 17-01053.

6 Next is LVDG, LLC v. Sharma, et al, adversary number
7 17-01054.

8 Next is LN Management, LLC Series 8729 Autumn Valley
9 v. Szukala, et al, adversary case number 17-01057.

10 Next is SMM Capital, LLC v. Bank of America, et al,
11 adversary case number 17-01058.

12 Next is LN Management LLC Series 5227 English Aster
13 v. Hardy, et al, adversary case number 17-01059.

14 Next is LN Management Series 2016 Novosta -- no,
15 that's not right. Try again.

16 Next is LN Management Series 2016 Navasota v.
17 Hernandez, et al, adversary case number 17-01060.

18 Next is LN Management Series 2216 Saxton Hill v.
19 Pena, et al, adversary number 17-01061.

20 Next, Alessi & Koenig v. Shi, et al, adversary case
21 number 17-01063.

22 Next is Steijum Holding, LC v. Bank of America, N.A.,
23 et al, adversary case number 17-01064.

24 Next is Adversary Development -- try again, Adversary
25 Development Group.



1 Next is Las Vegas Development Group, LLC v. Dorantes,
2 et al, adversary case number 17-01065.

3 Next is LN Management LLC Series 7229 Painted Shadows
4 v. Pollock, et al, adversary number 17-01067.

5 Next is LN Management LLC Series 5310 Joshua Jose v.
6 Tignor, et al, adversary case number 17-01068.

7 Next is LN Management LLC Series 769 Oakmont v. BAC
8 Home Loan Servicing, LP, formerly known as Countrywide Home
9 Loan Servicing, LP, et al, adversary number 17-01069.

10 Next is U.S. Bank National Association, as trustee
11 for Merrill Lynch Mortgage Investors Trust, Mortgage Loan
12 Asset-Backed Certificates Series 2005-A8 v. SFR Investments
13 Pool 1, LLC, adversary case number 17-01070.

14 Next is Alessi & Koenig, LLC v. BAC Home Loan
15 Servicing LP, formerly known as Countrywide Home Loan Servicing
16 LP, et al, adversary case number 17-01071.

17 Next is Deutsche Bank National Trust Company, as
18 trustee for America West -- try again -- Deutsche Bank National
19 Trust Company, as trustee for Ameriquest Mortgage Securities,
20 Inc., Asset-backed Pass-Through Certificates, Series 2002-C v.
21 LVDG LLC Series 180, et al, adversary case number 17-01072.

22 Next is Deutsche Bank Trust Company Americas, as
23 trustee RALI 2006-QA5 v. SFR Investments Pool 1, LLC, et al,
24 adversary case number 17-01073.

25 Next, Alessi & Koenig, LLC v. Wood, et al, adversary



1 number 17-01074.

2 Next is Anna Yi, individual and as trustee of the Yi
3 S & A Family Trust v. Royal Highlands Street and Landscape
4 Maintenance Corporation, et al, adversary number 17-01075.

5 Next, Reno Property Management, LLC v. Theofanides, I
6 think it is, T-H-E-O-F-A-N-I-D-E-S -- and if I did that poorly,
7 I apologize, adversary number 17-01076.

8 Next is Sanucci CT Trust v. Elevado, adversary number
9 17-01077.

10 Next is Alessi & Koenig, LLC v. Lewis, et al,
11 adversary number 17-01082.

12 Next, Nationstar Mortgage, LLC v. SFR Investments
13 Pool 1, LLC, et al, adversary number 17-01085.

14 Next is River Gilder Avenue Trust v. Recontrust
15 Company, N.A., et al, adversary number 17-01089.

16 Next, Desert Pine Villas Homeowners Association v.
17 Kabiling, et al, adversary number 17-01090.

18 Next, Keynote Properties, LLC v. Select Portfolio
19 Servicing, Inc, as servicing agent for Wells Fargo Bank, N.A.,
20 as trustee on behalf of the holders of the HarborView Mortgage
21 Loan Trust, Mortgage Pass-Through Certificates, Series 2006-12,
22 et al, adversary number 17-01091.

23 Next, Solomon v. Biernacki, et al, adversary number
24 17-01092.

25 Next is South Land Holding Family Trust v. SFR



1 Investments Pool 1, LLC, et al, adversary number 17-01097.

2 Next is Alliant Commercial, LLC v. Green Tree
3 Servicing, LLC, et al, adversary case number 17-01100.

4 Next, Alessi & Koenig, LLC v. Croteau, et al,
5 adversary number 17-01103.

6 Next is Alessi & Koenig, LLC v. Las Vegas Valley
7 Water District, et al, adversary number 17-01105.

8 Next is Rodney Holdings, LLC v. Cirone, et al,
9 adversary case number 17-01106.

10 Next, Nationstar Mortgage, LLC v. SFR Investments
11 Pool 1, LLC, et al, adversary number 17-01107.

12 Next, SFR Investments Pool 1, LLC v. Deutsche Bank
13 National Trust, as trustee for GSR Mortgage Loan Trust
14 2006-OA1, et al, adversary number 17-01108.

15 Next, Wells Fargo Bank, N.A., as trustee on behalf of
16 the holders of the HarborView Mortgage Loan Trust, Mortgage
17 Loan Pass-Through Certificates, Series 2006-12 v. Trashed Home
18 Corporation, et al, adversary number 17-01109.

19 Next is Wells Fargo Bank, N.A., as trustee on behalf
20 of the holders of the HarborView Mortgage Loan Trust, Mortgage
21 Loan Pass-Through Certificates, Series 2006-12 v. Salomon, et
22 al, adversary number 17-01112.

23 Next is Alessi & Koenig, LLC v. Triplett, et al,
24 adversary number 17-01113.

25 Next is U.S. Bank, as trustee for LSF8 Master



1 Participation Trust v. SFR Investments Pool 1, LLC, adversary
2 number 17-01117.

3 Next, HSBC Bank USA National Association, as trustee
4 on behalf of the certificate holders of Deutsche Alt-A
5 Securities Mortgage Loan Trust, Series 2007-BAR1, Mortgage
6 Pass-Through Certificates, Series 2007-BAR1 v. Log Cabin Manor
7 Homeowners Association, et al, adversary number 17-010119
8 [sic].

9 Next is Bank of New York Mellon, as trustee on behalf
10 of the Alternative Loan Trust of 2005-6, Mortgage Pass-Through
11 Certificates, Series 2005-6 v. SFR Investments Pool 1, LLC,
12 adversary number 17-01121.

13 Next is LN Management LLC Series 5576 Rochelle 8C v.
14 Omori, et al, adversary number 17-01127.

15 Next is Prof-2013-M4 Legal Title Trust by U.S. Bank
16 National Association, as legal title trustee v. SFR Investments
17 Pool 1, LLC, adversary case number 17-01129.

18 Next, U.S. Bank National Association, as trustee
19 under the pooling and servicing agreement dated May 1, 2006,
20 GSAMP Trust 2006-HE3, Mortgage Pass-Through Certificates,
21 Series 2006-H3 v. SFR Investments Pool 1, LLC, adversary case
22 number 17-01133.

23 Next is Bank of New York Mellon, as trustee for the
24 certificate holders CWALT, Inc. Alternative Loan Trust
25 2004-32CB, Mortgage Pass-Through Certificates, Series 2004-32CB



1 v. Villa Avada CT Trust, et al, adversary number 17-01134.

2 Next is Las Vegas Development Group, LLC v. U.S.
3 Investment Series 177, et al, adversary number 17-01135.

4 Next is RJRN Holdings, LLC v. Preston, et al,
5 adversary number 17-01136.

6 Next is Bank of New York Mellon, as trustee for the
7 certificate holders CWALT, Inc. Alternative Loan Trust 2005-56,
8 Mortgage Pass-Through Certificates, Series 2005-56 v. SFR
9 Investments Pool 1, LLC, adversary case number 17-01137.

10 Next is Casa Christina LN Trust v. Michael, et al ,
11 adversary number 17-01138.

12 Next, U.S. Bank National Association, as successor
13 trustee to Bank of America, N.A., as successor to LaSalle Bank,
14 N.A., as trustee for the holders of the Merrill Lynch First
15 Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed
16 Securities, Series 2007-FF2 v. SFR Investments Pool 1, LLC, et
17 al, adversary number 17-01139.

18 Next, Resources Group, LLC, as trustee of the Bourne
19 Valley Court Trust v. U.S. Bank National Association, as
20 trustee for Structured Asset Investment Loan Trust, Mortgage
21 Pass-Through Certificates 2005-10 v. Copperhead Hills Landscape
22 Maintenance Association, et al, adversary number 17-01140.

23 Next is Wells Fargo Bank, N.A., as trustee on behalf
24 of the holders of the HarborView Mortgage Loan Trust, Mortgage
25 Loan Pass-Through Certificates, Series 2006-12 v. Terrafirma



1 Ventures, LLC, adversary case number 17-01141.

2 Next is Citibank, N.A., as trustee for the
3 certificate holders of the Structured Asset Mortgage
4 Investments, Inc. Bear Stearns Alt-A Trust Mortgage
5 Pass-Through Certificates, Series 2006-8 v. LN Management LLC
6 Series 3377 Milenko, et al, adversary number 17-01142.

7 Next is Holm International Properties, LLC v. Litton
8 Loan Servicing LP, et al, adversary case number 17-01143.

9 Next is U.S. Bank National Association, as trustee on
10 behalf of the holders of the HarborView Mortgage Loan Trust
11 2006-1, Mortgage Loan Pass-Through Certificates, Series 2006-1
12 v. Resources Group, LLC, as trustee for Daisy Trust, et al,
13 adversary case number 17-01145.

14 Next is Prairie Flower Holdings, LLC v. Wells Fargo
15 Bank, N.A., as trustee for the benefit of the certificate
16 holders, Park Place Securities, Inc. Asset-Backed Pass-Through
17 Certificates, Series 2005-WCW2, et al, adversary number
18 17-01146.

19 Next is Alessi & Koenig, LLC v. Moore, et al,
20 adversary case number 17-01147.

21 Next is Suzannah R. Noonan, IRA, LLC v. James M.
22 Allred, IRA, LLC, et al, adversary case number 17-01148.

23 Next is Christiana Trust, a division of Wilmington
24 Savings Fund Society FSB, as trustee of ARLP Trust 3 v. SFR
25 Investments Pool 1, LLC, adversary number 17-01149.



1 Next is Deutsche Bank National Trust Company, as
2 trustee in trust for the registered holders of Morgan Stanley
3 ABS Capital 1 Trust 2006-H Number 6, Mortgage Pass-Through
4 Certificates, Series 2006-HE6 v. Keynote Properties, LLC,
5 adversary number 17-01150.

6 Next is Keynote Properties, LLC v. Deutsche Bank
7 Nation Trust Company, et al, adversary number 17-01151.

8 Next is Salomon v. Braud, et al, adversary number
9 17-01153.

10 Next is Bank of New York v. Mellon [sic], as trustee
11 for the certificate holders CWALT, Inc. Alternative Loan Trust
12 2006-19CB, Mortgage Pass-Through Certificates, Series 2006-19C,
13 et al, adversary number 17-01154.

14 Next is International Freedom Industries, LLC v.
15 Green Tree Servicing, LLC, now known as Ditech Financial, LLC,
16 et al, adversary number 17-01155.

17 Next is CSC Acquisitions and Holding Group, LLC v.
18 Li, adversary number 17-01157.

19 Next is Alessi & Koenig, LLC v. The Bank of New York
20 Mellon, as trustee for the certificate holders of the CWABS,
21 Inc. Asset-Backed Securities, Series 2006-11, et al, adversary
22 number 17-01160.

23 And fear not, we're making the last page.

24 Desert Pine Villas Homeowners Association v. Redden,
25 et al, adversary number 17-01163.



1 Next, Nationstar Mortgage v. Sutter Creek Homeowners
2 Associate, et al, adversary number 17-01164.

3 Next is Alessi & Koenig, LLC v. Nalbandian, et al,
4 adversary number 17-01165.

5 Next is Tallard CT Trust v. Haller, adversary case
6 number 17-01167.

7 Next is English Family Trust v. Citimortgage, Inc.,
8 et al, adversary case number 17-01170.

9 And finally, 2298 Driftwood Tide Trust v. Barrett, et
10 al, adversary number 17-01175.

11 So now we know what the universe of adversary
12 proceedings is with respect to the pending motions for
13 resolution today, all the motions being remand motions, and the
14 issues pending for resolution through my oral ruling today in
15 those cases just identified are as follows. The pending remand
16 motions require the Court to consider and resolve two distinct
17 issues: first, should the Court remand the removed adversary
18 proceedings just identified to the state court where they
19 originated; and if not, second, should the Court abstain from
20 hearing the removed adversary proceedings.

21 In reaching the conclusion that I place on the record
22 here today, it's necessary to understand the record that I have
23 looked at. Just based on the volume of cases, it's fulsome,
24 but at the same time, many of the arguments for the various
25 parties are, in fact, the same. The Court has considered the



1 pending and contested remand motions and all related pleadings
2 submitted by the parties, and the Court has also considered the
3 arguments presented by counsel for the parties at the hearings
4 conducted on May 25th and June 27, 2017 and again notes that
5 the arguments of the parties were, in fact, informative and of
6 some assistance to the Court in tugging on the Gordian knot
7 that is these motions for remand. The Court is fully advised
8 as to the issues pending before it for resolution and enters
9 the following findings of fact and conclusions of law.

10 We'll start with findings of fact. The facts giving
11 rise to the remand motions heard on May 25th, as well as the
12 one case hard on June 27th, differ slightly from one another.
13 Even so, the Court, on careful consideration, finds that the
14 key operative facts are consistent across all of those cases,
15 such that the Court is fully capable of rendering its decision
16 regarding all pending remand motions that have been under
17 submission until today. Generally speaking, these cases arise
18 out of the common situation involving a forced sale of real
19 property by a Nevada homeowners association enforcing its lien
20 on the property to be sold. These cases involve any number of
21 different parties, properties, lien priorities, and lien
22 amounts. The debtor was actively involved in the sale of each
23 property in some capacity, either as attorney for the
24 homeowners association and/or trustee and temporary repository
25 for any excess proceeds after paying the homeowners association



1 lien.

2 Thirty-nine of the cases heard on the May 25th docket
3 share one particular salient fact. Each of those cases
4 involves a scenario where the debtor participated in a
5 statutory sale involving a particular piece of property in some
6 manner, but the debtor is not a party to the litigation in any
7 respect. In those cases, the debtor is not a plaintiff,
8 defendant, counterclaim defendant or plaintiff, cross-claim
9 defendant or plaintiff. The debtor has literally no
10 involvement in those cases. Those cases are identified in
11 Exhibit B to today's order, which is incorporated by this
12 reference and will be included in an appendix attached to the
13 order that we'll issue after today's ruling. The 39 cases in
14 which the debtor is not a party to the litigation in any
15 respect are these.

16 First, Nevada Property Holdings, LLC v. Blackford, et
17 al, adversary case number 17-01020.

18 Next is LN Management LLC Series 4980 Droubay v.
19 Ozturk, et al, adversary number 17-01039.

20 Next is Pennymac Holdings, LLC v. Platonova,
21 adversary case number 17-01045.

22 Next, 1020 Oceanwood Trust, et al v. Duxford
23 Financial, Inc., et al, adversary number 17-01048.

24 Next is Bayview Loan Servicing, LLC v. Valdez, et al,
25 adversary number 17-01050.



1 Next is SMM Capital, LLC v. Bank of America, et al,
2 adversary number 17-01058.

3 Next is LN Management LLC Series 5227 English Aster
4 v. Hardy, et al, adversary number 17-01059.

5 Next is LN Management Series -- try again -- LN
6 Management LLC Series 2016 Navasota v. Hernandez, adversary
7 number 17-01060.

8 Next is LN Management LLC Series 2216 Saxton Hill v.
9 Pena, et al, adversary number 17-01061.

10 Next, Las Vegas Development Group, LLC v. Dorantes,
11 Chapter -- or excuse me, adversary number 17-01065.

12 Next is LN Management LLC Series 7229 Painted
13 Shadows, LLC v. Pollock, adversary number 17-01067.

14 Next is LN Management LLC Series 5310 Joshua Jose v.
15 Tignor, adversary number 17-01068.

16 Next, U.S. Bank National Association, as trustee for
17 Merrill Lynch Mortgage Investors Trust Mortgage Loan
18 Asset-Backed Certificate Series 2005-A8 v. SFR Investments Pool
19 1, LLC, adversary number 17-01070.

20 Next, Deutsche Bank Trust Company, as trustee for
21 Ameriquest Mortgage Securities, Inc. Asset-Backed Pass-Through
22 Certificate Series 2002-C v. LVDG, LLC Series 180, LLC, et al,
23 adversary number 17-01072.

24 Next, Deutsche Bank Trust Company Americas, as
25 trustee RALI 2006-QA5 v. SFR Investments Pool 1, LLC, adversary



1 number 17-01073.

2 Next is Desert Pine Villas Homeowners Association v.
3 Agha, et al, adversary number 17-01080.

4 Next is River Glider [sic] Avenue Trust v. The Bank
5 of New York Mellon f/k/a The Bank of New York, as trustee of
6 the certificate holders of CWALT, Inc. Alternative Loan Trust
7 2006-24CB Mortgage Pass-Through Certificates Recontrust
8 Company, N.A., adversary number 17-01089.

9 Next, TRP Fund IV, LLC v. USROF III Legal Title Trust
10 2015-1, et al, adversary number 17-01102.

11 Next is Rodney Holdings, LLC v. Cirone, et al,
12 adversary number 17-01106.

13 Next, Wells Fargo Bank, N.A., as trustee on behalf of
14 the holders of HarborView Mortgage Loan Trust Mortgage Loan
15 Pass-Through Certificates, Series 2006-12 v. Salomon, adversary
16 number 17-01112.

17 Next, U.S. Bank Trust N.A., as trustee for LSF8
18 Master Participation Trust v. SFR Investments Pool 1, et al,
19 adversary number 17-01117.

20 Next, Bank of America -- of excuse me, Bank of New
21 York Mellon, formerly known as The Bank of New York, as trustee
22 on behalf of the Alternative Loan Trust 2005-6 Mortgage
23 Pass-Through Certificates, Series 2005-6 v. SFR Investments
24 Pool 1, LLC, et al, adversary number 17-01121.

25 Next is 4300 North Lamont 268 Trust v. Haile, et al,



1 adversary number 17-01125.

2 Next is PROF-2013 Legal Trust, by U.S. Bank National
3 Association as legal title trustee, v. SFR Investments Pool 1,
4 LLC, adversary case number 17-01129.

5 Next is Fong v. Ocwen Loan Servicing, LLC, et al,
6 adversary case number 17-01130.

7 Next, U.S. Bank National Association, as trustee
8 under the pooling and servicing agreement dated as of May 1,
9 2006, GSAMP Trust 2006-HE3, Mortgage Pass-Through Certificates,
10 Series 2006-H3 v. SFR Investments Pool 1, LLC, adversary number
11 17-01133.

12 Las Vegas Development Group, LLC is -- the next case
13 is Las Vegas Development Group, LLC v. U.S. Investment Series
14 177, et al, adversary number 17-01135.

15 Next is Bank of New York Mellon, formerly known as
16 The Bank of New York, as trustee on behalf of the certificate
17 holders of CWALT, Inc. Alternative Loan Trust 2006-56 [sic]
18 Mortgage Pass-Through Certificates, Series 2005-56 v. SFR
19 Investments Pool 1, LLC, et al, adversary number 17-01137.

20 Next is Casa Christina LN Trust v. Koman, et al,
21 adversary number 17-01138.

22 Next is Holm International Properties, LLC v. Litton
23 Loan Servicing LP, et al, adversary case number 17-01143.

24 Next is U.S. Bank National Association, as trustee on
25 behalf of the holders of the HarborView Mortgage Loan Trust



1 2006-1 Mortgage Loan Pass-Through Certificates, Series 2006-1
2 v. Resources Group, LLC, as trustee for the Daisy Trust, et al,
3 adversary number 17-01045 [sic].

4 Next is Suzannah R. Noonan, IRA, LLC v. Ianakiev, et
5 al, adversary number 17-01148.

6 Next is the Christiana Trust, a division of
7 Wilmington Savings Fund Society FSB, as trustee of ARLP Trust
8 III v. SFR Investments Pool 1, LLC, adversary case number
9 17-01149.

10 Next is Deutsche Bank Trust Company, as trustee in
11 trust for the registered holders of Morgan Stanley ABS Capital
12 1 Trust 2006-H Number 6, Mortgage Pass-Through Certificates,
13 Series 2006-HE6 v. Keynote Properties, LLC, et al, adversary
14 number 17-01150.

15 Next is Keynote Properties, LLC v. Ortega, et al,
16 adversary number 17-01151.

17 Next, International Freedom Industries, LLC v. Sines,
18 adversary number 17-01155.

19 Next is CSC Acquisitions and Holding Group, LLC v.
20 Li, adversary number 17-01157.

21 Next is Select Portfolio Servicing, Inc., as
22 servicing agent for HSBC Bank USA National Association, as
23 trustee on behalf of the holders of the Luminent Mortgage Loan
24 Trust 2006-2 Mortgage Loan Pass-Through Certificates, Series
25 2006-2 v. Ronald Leavitt, et al, adversary number 17-01159.



1 And finally, 2298 Driftwood Tide Trust v. Barrett,
2 adversary number 17-01175.

3 So those are the cases where adversary proceedings
4 were filed as a result of motions to -- as a result of the
5 removal motions here in this district. An awfully lot of those
6 cases, the debtor's simply not a party to the litigation. It's
7 important to note, too, this is a Chapter 7 case filed by an
8 entity, not by an individual. This debtor is not going to
9 receive a bankruptcy discharge ever.

10 It is undisputed that the debtor's bankruptcy
11 schedules filed under oath with the Court state that the debtor
12 does not own or lease any real property, main case number
13 16-16593, ECF Number 1, page 5 of 69.

14 Debtor's sworn schedules do not reflect any creditor
15 claims secured by the debtor's property, ECF Number 1, page 8
16 of 69.

17 Court's conclusions of law are these. What the --
18 all the motions that I'm asked to address today that have been
19 argued and placed under submission seek to have cases that have
20 been removed to this court remanded to their original courts
21 for resolution. And in order to decide whether or not to do
22 that, it's necessary to understand the legal predicate and the
23 standards that govern the removal process.

24 28 U.S.C. §1452(b) provides, in relevant part, that,
25 quote, "an order remanding a claim or cause of action is not



1 reviewable by appeal or otherwise by the courts of appeal under
2 §158(d)," 28 U.S.C. §1452(b).

3 Like all federal courts, the jurisdiction of this
4 bankruptcy court is created and limited by statute, Integrated
5 Financial Associates, Inc. v. Randall Blanchard, et al (In re
6 Blanchard), 545 B.R. 18, 28 (Bankr. C.D. Cal. 2016), quoting In
7 re Wilshire Courtyard, 729 F.3d 1279, 1284-85 (9th Cir. 2013),
8 citing Celotex Corporation v. Edwards, 514 U.S. 300, 307
9 (1995), also Battleground Plaza, LLC v. Ray (In re Ray), 624
10 F.3d 1124, 1130 (9th Cir. 2010).

11 28 U.S.C. §1452 authorizes removal of claims and
12 causes of action only when the target court has subject matter
13 jurisdiction under 28 U.S.C. §1334. §1452(a) states, in
14 pertinent part, quote, "A party may remove any claim or cause
15 of action to the district court for the district where such
16 civil action is pending if such district court has jurisdiction
17 of such claim or cause of action under §1334 of this title,"
18 28 U.S.C. §1452(a).

19 §1452(b), though, was amended in 1990 to allow a
20 district court to review orders of remand issued by bankruptcy
21 judges in order to address constitutional concerns raised by
22 the previous lack of review by the district court of bankruptcy
23 courts' orders. See In re Borelli, 132 B.R. 648, 650 n.2 (N.D.
24 Cal. 1991), also Northern Pipeline Construction Company v.
25 Marathon Pipeline Company, 458 U.S. 50 (1982), which you're all



1 probably well aware, finding part of the Bankruptcy Act of 1978
2 unconstitutional because it permitted Article 1 bankruptcy
3 judges to decide cases without review by Article 3 judges. You
4 can see that information, and there's a good discussion of it
5 in Macleod v. Dalkon Shield Claimants Trust, 886 F.Supp. 16, 18
6 (D. Or. 1995).

7 It is presumed that federal courts lack jurisdiction,
8 which in the removal context places the burden on the party
9 asserting federal jurisdiction to prove that such jurisdiction
10 exists, Kokkonen v. Guardian Life Insurance Company of America,
11 511 U.S. 375, 377 (1994), where the court noted, quote, "It is
12 to be presumed that a cause lies outside this limited
13 jurisdiction, and the burden of establishing the contrary rests
14 upon the party asserting jurisdiction," closed quote. Also, In
15 re Wilshire Courtyard, 729 F.3d 1284, quote, "The burden of
16 establishing subject matter jurisdiction rests upon the party
17 asserting that the court has jurisdiction," closed quote, also
18 Abrego v. The Dow Chemical Company, 443 F.3d 676, 682-83 (9th
19 Cir. 2006).

20 A federal court always has jurisdiction to determine
21 its jurisdiction, In re Bunyan, 354 F.3d 1149, 1142 (9th Cir.
22 2004), citing United States v. Ruiz, 536 U.S. 622, 628 (2002).
23 Those cases are collected in In re Blanchard, 545 B.R. 28.

24 This Court's aware that there is a strong presumption
25 against removal, Abrego v. The Dow Chemical Company, 443 F.3d



1 676, 684 (9th Cir. 2006), also Gaus v. Miles, Inc., 980 F.2d
2 564, 566 (9th Cir. 1992), where the circuit noted that the,
3 quote, "strong presumption against removal jurisdiction means
4 that the defendant always has the burden of establishing that
5 removal is proper," closed quote.

6 The removing party has the burden to show both that
7 federal jurisdiction and removal are proper. District courts
8 strictly construe the removal provisions of 28 U.S.C. §1452(a).
9 The Ninth Circuit has held that, quote, "the removal statute is
10 strictly construed against removal jurisdiction," Provincial
11 Government of Marinduque v. Placer, I believe it is,
12 P-L-A-C-E-R, Dome, Inc., 582 F.3d 1083, 1087 (9th Cir. 2009),
13 citing Syngenta Crop Protection, Inc. v. Henson, 537 U.S. 28,
14 32 (2002), also California ex rel Lockyer v. Dynegey, Inc., 375
15 F.3d 831, 838 (9th Cir. 2004), Ethan Sadler v. Ensignal, Inc.,
16 2017 WL 2333528 at *1 (E.D. Cal. 2017), and also In re Everett,
17 2015 WL 5714722 at *4 (N.D. Cal. 2015).

18 Jurisdiction is analyzed based on the pleadings filed
19 at the time of removal without reference to any subsequent
20 pleadings filed in the action, Ethan Sadler v. Ensignal, Inc.,
21 2017 WL 2333528 at *1 (E.D. Cal. 2017), citing Sparta Surgical
22 Corporation v. National Association of Securities Dealers,
23 Inc., 159 F.3d 1209, 1213 (9th Cir. 1998).

24 Federal jurisdiction must be rejected if there is any
25 doubt as to the right of removal in the first instance, Kinzer



1 v. Allegiant Air, LLC, 215 F.Supp.3d 1018, 1022 (D. Nev. 2016),
2 citing Gaus v. Miles, Inc., 980 F.2d 566.

3 Next factor to consider in the analytical calculus
4 here is the scope of related to jurisdiction.

5 "District courts have original but not exclusive
6 jurisdiction of all civil proceedings arising under
7 Title 11, or arising in or related to cases under
8 Title 11," 28 U.S.C. §1334.

9 An action may be removed within the purview of the
10 related to bankruptcy jurisdiction statute, 28 U.S.C. §1452(a).
11 The removing party must establish related to jurisdiction under
12 §1334(b) and §1452(a).

13 In 1984, the Third Circuit established a related to
14 test for jurisdiction in Pacor, Inc. v. Higgins, 743 F.2d 984
15 (3d. Cir. 1984). In 1988, the Ninth Circuit adopted the Pacor
16 standard in the case of In re Fietz, 852 F.2d 455, 457 (9th
17 Cir. 1988), where the court noted that the issue was whether
18 the outcome of the proceeding could conceivably have any effect
19 on the estate being administered in bankruptcy, thus the
20 proceeding need not necessarily be against the debtor or
21 against the debtor's property. An action is related to
22 bankruptcy if the outcome could alter the debtor's rights,
23 liabilities, options, or freedom of action, either positively
24 or negatively, and which, in any way, impacts upon the handling
25 and administration of the bankruptcy estate. That's the Fietz



1 case, 852 F.2d 457, quoting Pacor, 743 F.2d 994.

2 In Celotex Corporation v. Edwards, 514 U.S. 300 at
3 pages 308-309 (1995), the United States Supreme Court addressed
4 the scope of bankruptcy court's related to jurisdiction is
5 stated as follows: Congress did not delineate the scope of
6 related to jurisdiction, but it chose -- its choice of words
7 suggests a grant of some breath. The jurisdictional grant in
8 §1334(b) was a distinct departure from the jurisdiction
9 conferred under previous acts, which had been limited to either
10 possession of property by the debtor or consent as a basis for
11 jurisdiction. See Senate Report Number 95-989 Second Session,
12 pages 153 and 154, 1978, reprinted in U.S. Code Congressional
13 and Administrative News, 1978, pages 5787, 5939, and 5940.

14 "We agree with the views expressed by the court of
15 appeals for the Third Circuit in Pacor, Inc. v.
16 Higgins, 743 F.2d 984 (3d. Cir. 1984), that Congress
17 intended to grant comprehensive jurisdiction to the
18 bankruptcy courts so that they might deal efficiently
19 and expeditiously with all matters connected with the
20 bankruptcy estate --"

21 Id at 994, also House of Representatives Report
22 Number 95-595, pages 43-48, 1977.

23 "-- and that the related to language of §1334(b) must
24 be read to give district courts and bankruptcy courts
25 under §157(a) jurisdiction over more than simple



1 proceedings involving the property of the debtor or
2 the estate. We also agree that the court's
3 observation that a bankruptcy court's related to
4 jurisdiction cannot be limitless."

5 See Pacor supra at 994, also Board of Governors, FSR
6 v. MCorp Financial, Inc., 502 U.S. 32 at page 40 (1991),
7 stating that Congress had vested limited authority in the
8 bankruptcy courts.

9 "An action is related to bankruptcy if the outcome
10 could alter the debtor's rights, liabilities,
11 options, or freedom of action, either positively or
12 negatively, and which, in any way, impacts upon the
13 handling and administration of the bankrupt estate,"
14 In re Fietz, 852 F.2d 457.

15 In the Fietz case, the Ninth Circuit made clear it
16 was adopting an expansive view of relatedness. Even a remote
17 relationship can confer related to jurisdiction depending on
18 the facts of the case, Federal Home Loan Bank of Chicago v.
19 Bank of America Securities, LLC, 448 B.R. 517, 523-24 (C.D.
20 Cal. 2011).

21 So in the Ninth Circuit, courts are to apply a
22 two-part test in order to determine whether they have related
23 to jurisdiction: first, does the outcome alter the debtor's
24 rights, liabilities, or freedom of action; and second, does the
25 action, in any way, impact upon the handling and administration



1 of the bankrupt estate. The court must answer both questions
2 affirmatively or the court does not have related to
3 jurisdiction over the action. That's Fietz, 852 F.2d 457.

4 In 2005, the Ninth Circuit narrowed the Pacor
5 conceivable effect test in post-confirmation Chapter 11 cases,
6 again noting that the scope of related to jurisdiction is not
7 limitless, In re Pegasus Gold Corporation, 394 F.3 1189, 1194
8 n.1 (9th Cir. 2005), rejecting the argument that jurisdiction
9 lies because the action could conceivably increase the recovery
10 to creditors and holding that "as the other circuits have
11 noted, such a rationale could endlessly stretch a bankruptcy
12 court's jurisdiction," Celotex Corporation v. Edwards, 514 U.S.
13 300, 308 (1995), a decision bankruptcy courts' related to
14 jurisdiction cannot be limitless, Federal Home Loan Bank of
15 Chicago v. Bank of America Securities, LLC, 448 B.R. 517,
16 523-524 (C.D. Cal. 2011).

17 "Once a bankruptcy plan has been confirmed, the Ninth
18 Circuit has curtailed the reach of related to
19 jurisdiction to ensure that the bankruptcy
20 jurisdiction does not continue indefinitely."
21 In re Pegasus Gold Corporation, 394 F.3d 1189, 1194
22 (9th Cir. 2005).

23 Here, though, the debtor's case is a Chapter 11
24 liquidation. It's not a Chapter 11 reorganization case.
25 Debtor's bankruptcy, therefore, does not involve a post-plan



1 confirmation situation so that the issue of the narrowing of
2 the related to jurisdiction articulated in Pegasus Gold is not
3 particularly applicable in the Court's calculus.

4 So the Court will, here, apply the two-part test that
5 I've identified under the authorities previously. First, does
6 the outcome alter the debtor's rights, liabilities, or freedom
7 of action, and then second, does the action, in any way, impact
8 upon the handling and administration of the bankrupt estate.
9 And again, to be clear, the court must answer both questions in
10 the affirmative, or the court simply does not have related to
11 jurisdiction over the action. That's Fietz, 852 F.2d at 457.

12 So beginning with the question of whether the outcome
13 of these various claims or causes of action alter the debtor's
14 rights, liabilities, or freedom of action, at least the claims
15 and causes of action in these matters that have been removed
16 for which remand is sought, with respect to the 39 cases I
17 previously mentioned in which the debtor is not named as a
18 plaintiff, defendant, cross-claim defendant or plaintiff,
19 counterclaim defendant or plaintiff in the underlying state
20 court action, the Court answers the question definitively no.
21 Since the debtor is not a party in any of those cases, those
22 cases do not alter the debtor's rights, liabilities, or freedom
23 of action. Again, those cases, I've identified on the record
24 here today. They'll be captured in the Court's written ruling
25 following today's oral ruling, as well.



1 As a result, in each of those 39 cases, they fail
2 the first prong of this two-part related to jurisdictional
3 test. Consequently, the Court holds it has no jurisdiction to
4 hear those cases and they must be remanded back to the
5 individual state courts from which they were removed. Mindful
6 of its holding that it has no jurisdiction to hear those 39
7 removed cases, the Court will analyze all of the cases that
8 were heard on May 25th and the one that was heard on June 27th
9 under the second prong of the related to jurisdiction test, as
10 well.

11 The second prong of the related to jurisdiction test
12 requires the court to consider whether the action will, in any
13 way, impact upon the handling and administration of the
14 bankrupt estate. Having considered the arguments of the
15 various parties and in light of the factors discussed below in
16 just a moment, the Court finds that none of the removed cases
17 that are the subject of today's ruling will, in any way, impact
18 the handling or administration of the debtor's bankruptcy
19 estate.

20 The reasons are these. This is a no-asset Chapter 7
21 case. You can see that from ECF Number 1, also. The Chapter 7
22 trustee and the Court has notified creditors not to file proof
23 of claims, ECF Number 3. Chapter 7 trustee has indicated she
24 will not be pursuing any 547 or 549 actions in this case.
25 Those are actions to recover preferences. The trustee has



1 filed an interpleader action to resolve who is the proper
2 recipient of the non-estate assets that were in the debtor's
3 possession at the time of the bankruptcy filing. You can see
4 that from ECF Number 540.

5 So given that the bankruptcy court and the notice of
6 commencement of the case in the Alessi & Koenig Chapter 7
7 bankruptcy case has instructed creditors not to file proofs of
8 claim, given the fact that this is a no-asset Chapter 7 case,
9 given the fact that the debtor is an entity, not an individual,
10 will never receive a discharge, given that the Chapter 7
11 trustee has indicated that she will not be pursuing any
12 avoidance actions in connection with this matter, given that
13 the trustee has filed an interpleader action to resolve who is
14 the proper recipient of non-estate assets that were in the
15 debtor's possession at the time of the bankruptcy filing, there
16 is simply no outcome that could happen in any of these matters
17 that would, in any way, impact upon the handling and the
18 administration of the bankruptcy estate, In re Fietz, 852 F.2d
19 457.

20 Since none of the parties seeking removal in the
21 matters that are pending before the Court either have or can
22 establish that both prongs of the related to jurisdiction
23 standard are met in these cases, the Court holds it lacks
24 jurisdiction over all of the removed cases that are the subject
25 of the motions for remand that are pending before me today.



1 Accordingly, the Court will remand each case back to the state
2 court location from which they were removed. And for clarity
3 and avoidance of doubt, the Court will continue further its
4 legal analysis of the cases that are pending before me for
5 resolution today.

6 Even if I were to find, in connection with this
7 matter, that the Court had related to jurisdiction over all of
8 the cases in which remand motions were filed -- and to be
9 clear, I do not so find -- the question would remain as to
10 whether or not remand was appropriate on equitable grounds.
11 Even if the Court found that there were related to jurisdiction
12 under §1334 and §1452(a), and again it does not, the Court may
13 still remand such claims or causes of action on any equitable
14 ground, 28 U.S.C. §1452(b).

15 In order to understand what equitable grounds are,
16 it's necessary to look to the case law that has construed that
17 particular phrase. Equitable grounds are understood to be what
18 is reasonable, fair, and appropriate and generally include
19 forum non-convenience, judicial economy, prompt final
20 resolution of disputes, respect for state courts on issues of
21 state law, and the expertise of the court in which the matter
22 was pending originally, In re Hotel Mt. Lassen, Inc., 207 B.R.
23 935, 942 (Bankr. E.D. Cal. 1997), citing cases also In re
24 Marathon Home Loans, 96 B.R. 296, 299 (Bankr. E.D. Cal. 1989).

25 In the Ninth Circuit, courts typically consider seven



1 factors in determining whether to remand a related to
2 bankruptcy case on equitable grounds, Federal Home Loan Bank of
3 San Francisco v. Deutsche Bank Securities, Inc., 2010 WL
4 5394742 at *11 (N.D. Cal. 2010), quoting Hopkins v. Plant
5 Insulation Company, 349 B.R. 805, 813 (N.D. Cal. 2006), accord
6 Charles Schwab Corporation v. JPMorgan Securities, Inc., 2011
7 WL 1642221 *4 (N.D. Cal. 2011).

8 §1452(b) gives courts an unusually broad grant of
9 authority in determining whether remand is equitable, Charles
10 Schwab Corporation v. Bank of America Securities, 2011 WL
11 864978 at *7 (N.D. Cal. March 11, 2011).

12 District courts in the Ninth Circuit, and this court
13 will also, have typically identified seven factors governing
14 the decision to remand. First, the effect of the action on the
15 administration of the bankruptcy case. Second, the extent to
16 which issues of state law predominate. Third, the difficulty
17 of applicable state law. Fourth, comity with I-T, not E-D.
18 The relatedness of the action to the bankruptcy case. Sixth,
19 any jury trial right. And seventh, prejudice to plaintiffs
20 from removal. Park v. Cardsystems Solutions, 2006 WL 2917604
21 at *4 (N.D. Cal. October 11, 2006), quoting Hopkins v. Plant
22 Insulation Company, 349 B.R. 805, 813 (N.D. Cal. 2006). This
23 particular concept and these seven factors have more recently
24 been collected in the case of Baclan v. Combustion Engineering,
25 2016 WL 6469257 at *11 (D. Haw. 2016), quoting Tran v. Select



1 Portfolio Servicing, Inc., 2015 WL 1802445 at *2 (N.D. Cal.
2 April 20, 2015), also Hopkins v. Plant Insulation Company, 349
3 B.R. 805, 813 (N.D. Cal. 2006).

4 "The any equitable ground remand standard is an
5 unusually broad grant of authority. It subsumes and
6 reaches beyond all of the reasons for remand under
7 non-bankruptcy removal statutes."

8 Chambers v. Marathon Home Loans (In re Marathon Home
9 Loans), 96 B.R. 296, 299-300 (E.D. Cal. 1989).

10 At bottom, the question is committed to the sound
11 discretion of the bankruptcy judge. It follows the standard of
12 review as abuse of discretion. You can see that summary from
13 In re McCarthy, 230 B.R. 414, 417-418 (B.A.P. 9th Cir. 1999),
14 also In re Fantasy Enterprises, Inc., 2017 WL 658841 (C.D. Cal.
15 2017), also Charles Schwab Corporation v. JPMorgan Securities,
16 Inc., 2011 WL 1642221 at *4 (N.D. Cal. 2011).

17 Because §1452(b) affords an unusually broad grant of
18 authority, any one of the relevant factors may provide a
19 sufficient basis for equitable remand, In re Roman Catholic
20 Bishop of San Diego, 347 B.R. 761, again collected in the case
21 of Federal Home Loan Bank of Chicago v. Bank of America
22 Securities, LLC, 448 B.R. 517, 525 (C.D. Cal. 2011).

23 Walking through the seven factors in this particular
24 set of cases, several factors weigh heavily in favor of remand
25 in all of these adversary proceedings and remanding the matters



1 back to state court for resolution. First, the effect of the
2 action on the administration of the bankruptcy estate. Remand
3 will have no effect on the administration of this debtor's
4 Chapter 7 bankruptcy case. This debtor's bankruptcy is a
5 no-asset Chapter 7 case. There will be no discharge entered in
6 connection with this Chapter 7 case. It was filed by an
7 entity. The trustee has stated that creditors are not to file
8 proofs of claim, she will not be pursuing any avoidance causes
9 of action, that she has filed an interpleader action to resolve
10 the question concerning the identity of the proper recipients
11 of the non-estate assets that were in the debtor's possession
12 at the time of the bankruptcy filing. These cases have no
13 relation to impact upon or -- nor do they, in any way, have an
14 effect on the administration of this bankruptcy case.

15 Second, the extent to which issues of state law
16 predominate, and although I will consider all seven factors, I
17 consider this one to be outcome-determinative. I will consider
18 all of the factors before reaching my decision with one
19 exception. The constitutionality of Nevada Revised Statute
20 §116.311632, every issue and/or claim raised in the various
21 complaints, counterclaims, and/or cross-claims in these
22 adversary proceedings as to which remand motions are pending is
23 entirely state law-focused. The parties are seeking -- they
24 are looking to clear title. They're looking to establish
25 priority of their liens against the title or seek priority of



1 payment according to their listing on the title of Nevada real
2 property. State law claims that have no connection to a debtor
3 in bankruptcy should be resolved in state court.

4 Here, the Court's mindful of the argument that was
5 made that remand would effectively terminate a federal
6 constitutional right, and I was cautioned that it would be
7 clear error to hold the way that I am likely to hold by the end
8 of this oral ruling. That issue, though, is resolved upon the
9 United States Supreme Court's denial of certiorari in Saticoy
10 Bay LLC Series 350 Durango 104 v. Wells Fargo Home Mortgage,
11 133 Nev. Adv. Op. 5, 388 P.3d 970 (Nev. 2017), and Bourne
12 Valley Court Trust v. Wells Fargo Bank, 832 F.2d 1154 (9th Cir.
13 2016), as to which certiorari was denied, 137 S.Ct. 2296
14 (2017).

15 The fact of the matter is, is that these parties have
16 state law issues that they were arguing and fighting about in a
17 state court of general jurisdiction, and they did not like what
18 the ultimate state court decision was with respect to the
19 Nevada Supreme Court's resolution of the disputes that give
20 rise to these cases. The fact of the matter in the context of
21 these remand motions is when I look at the extent to which
22 issues of state law predominate, it is plain that state law
23 issues do predominate. Remand to the state court for
24 resolution is not going to effectively terminate a
25 constitutional right in light of the certiorari denial by the



1 Supreme Court previously in connection with this case. It is
2 impossible on this record to -- for the parties that are
3 challenging the propriety of remand to carry the day.

4 As I indicated previously, §1452(b) affords an
5 unusually broad grant of authority. Any one of the relevant
6 factors that I've identified on the record here could provide a
7 sufficient basis for equitable remand. Both the effect of the
8 action on the administration of the bankruptcy estate being
9 minimal, the first of the seven-part test, and also here, the
10 extent to which issues of state law predominate constitute
11 sufficient bases on their own to warrant equitable remand of
12 all of these adversary proceedings to the state courts from
13 which they originated.

14 I'll continue.

15 Third, the difficulty of the applicable state law.
16 The fact of the matter is, is that it was difficult, and the
17 Court's mindful of the litigation that has been going on in
18 connection with multiple forums related to these matters. But
19 the difficulty of the applicable state law has been clarified
20 as a result of subsequent Nevada Supreme Court decisions on the
21 questions that really are the reasons for the fights
22 underpinning these adversary proceedings. While the difficulty
23 of the applicable state law was, once upon a time, difficult,
24 given the clarity of the decisions of the Nevada Supreme Court,
25 as well as the denial of certiorari by the United States



1 Supreme Court, Court here does not believe that the applicable
2 state law is particularly difficult at all. In fact, there
3 ought to be a roadmap as to how these parties can unwind their
4 respective parties, although it doesn't appear that they have
5 that desire.

6 Fourth, comity -- again, I-T-Y. This -- in the
7 instant case and all of these adversary proceedings, this
8 factor overwhelmingly favors remand. The claims that underpin
9 the adversary proceedings that were removed to this Court were
10 based almost entirely on state law, state law procedures, state
11 law regulations. If you look, none of the adversary
12 proceedings that are pending before me here are predicated at
13 all upon any provision of the Bankruptcy Code. Importantly,
14 the bankruptcy estate no longer has an interest in the outcome
15 or the distribution of the assets that were on hand at the time
16 of the filing of the bankruptcy case. Those assets have been
17 interpled for purposes of resolution. When I look at the
18 question of comity here, I find that with respect to all of the
19 cases in which motions are pending for remand, the fourth
20 factor warrants remand, as well, on an equitable basis.

21 The next factor, the relatedness of the action to the
22 bankruptcy case. Under the current Ninth Circuit two-part test
23 for establishing relatedness, for the reasons I've stated on
24 the record previously, the Court finds that the adversary
25 proceedings in which these remand motions are pending are not



1 related to the debtor's bankruptcy, other than as a matter of
2 convenience perhaps for certain parties. But the fact of the
3 matter is substantively, the relationship between these
4 adversary proceedings and case administration is lacking.

5 The sixth factor is any right to a jury trial. Court
6 doesn't consider that to be particularly relevant in its
7 calculus.

8 And then, finally, the prejudice to plaintiffs if I
9 grant removal. Well, in fact, on the facts here, when you look
10 at the procedural posture of the case, the plaintiffs were
11 arguably prejudiced by removal. They elected to bring their
12 claims in the state court in the first instance. Plaintiffs
13 will not be prejudiced by remand to the Court where they filed
14 their original claims. The plaintiffs chose a court of general
15 jurisdiction in the State of Nevada, the situs of the real
16 property in question, and the law in the state as to which the
17 disputed law is the law that applies. The plaintiffs had the
18 right to choose their forum to adjudicate their claims, and it
19 is to be given weight.

20 The Court finds little prejudice to the defendants
21 even in connection with these matters, other than that the
22 defendants will be litigating their positions in a case of
23 general jurisdiction as opposed to limited jurisdiction.
24 They'll be applying the state law, the law of the state where
25 the court of general jurisdiction sits. This Court will not be



1 placed in the position where it has to choose between the Ninth
2 Circuit or the Nevada Supreme Court.

3 The fact is this, the Court finds that five of the
4 seven factors that the Court must consider in determining
5 whether to equitably remand these matters weigh heavily in
6 favor of remanding all of these cases back to state court. As
7 a result, the Court will remand all of these cases back to the
8 state court from which they were removed.

9 And then, finally, for clarity and avoidance of
10 doubt, the parties have asked the Court to consider abstention.
11 So in the event that the Court were -- Court incorrectly
12 determined that it doesn't have related to jurisdiction and in
13 the event that the Court were -- Court's decision that
14 equitable remand is appropriate could be questioned, the
15 remaining matter would be the issue of abstention. I'll
16 address it for the sake of analysis and completeness, given the
17 history of these cases.

18 The abstention doctrine simply doesn't apply in these
19 removed cases. Abstention can exist only where there's a
20 parallel proceeding in a state court. That is, inherent in the
21 concept of abstention is the presence of a pendent state action
22 in favor of which the federal court must or may abstain, see,
23 for example, In re SG Phillips Constructors, Inc., 45 F.3d 702,
24 708 (2d. Cir. 1995), including as a requirement for mandatory
25 abstention the presence of a previously commenced state action,



1 In re Tucson Estates, 912 F.2d 1162, 1167 (9th Cir. 1990),
2 recognizing as a factor for permissive abstention, the presence
3 of a related proceeding commenced in state court or other
4 non-bankruptcy court.

5 To require a pendent state action as a condition of
6 abstention eliminates any confusion with 28 U.S.C. §1452(b),
7 which provides district courts with the authority to remand
8 civil actions properly removed to federal court in situations
9 where there is no parallel proceeding. §1334(c) abstention
10 should be read in pari materia with §1452(b) on remand so that
11 the former applies only in those cases in which there is a
12 related proceeding that either permits abstention in the
13 interest of comity, §1334(c)(1), or that by legislative mandate
14 requires at §1334(c)(2), Security Farms v. International
15 Brotherhood of Teamsters Chauffeurs, Warehousemen, and Helpers,
16 142 F.3d 999, 1009-1010 (9th Cir. 1997).

17 Four years later, the Ninth Circuit Court of Appeals
18 followed its statement up with a similar finding in the case of
19 In re Lazar. In the Lazar case, the circuit stated:

20 "The state board also argues that the bankruptcy
21 court erred by not abstaining in the mandamus
22 adversary pursuant to 28 U.S.C. §1334(c)(1) and
23 §1334(c)(2). In Security Farms v. International
24 Brotherhood of Teamsters, 134 F.3d 999 (9th Cir.
25 1997), however, we noted that 'abstention can exist



1 only where there is a parallel proceeding in state
2 court'; Security Farms, 124 F.3d 1009.

3 "Thus we held that §1334 abstention should be read in
4 pari materia with §1452(b) remand so that §1334(c)
5 applies only in those cases in which there is a
6 related proceeding that either permits abstention in
7 the interest of comity, §1334(c)(1), or that by
8 legislative mandate requires it, §1334(c)(2);
9 Security Farms, 124 F.3d 1010."

10 On March 22nd, 1996, the trustee successfully removed
11 the mandamus adversary from state court, and as a result, no
12 other related state proceeding thereafter exists, again citing
13 Security Farms at 1010. Accordingly, because there is no
14 pending state proceeding, §1334(c)(1) and §1334(c)(2) are
15 simply inapplicable to this case, Securities Farms at
16 1009-1010.

17 That's collected in a more recent case, In re Lazar,
18 237 F.3d 967, 981-982 (9th Cir. 2001), as to which certiorari
19 was denied by the United States Supreme Court, 534 U.S. 992
20 (2001).

21 Even more recently, right here in the District of
22 Nevada, an Article 3 judge in the district court, Judge
23 Boulware, stated as follows: "The court finds that consistent
24 with In re Lazar and Security Farms, abstention does not apply
25 here where defendants have successfully removed this case and



1 where there is no pending state court proceeding," 237 F.3d
2 981, 124 F.3d 1009.

3 The Court does not interpret plaintiffs' citation to
4 Eastport Estates v. City of Los Angeles (In re Eastport
5 Estates), 935 F.2d 1071, 1078 (9th Cir. 1991), which predates
6 both Lazar and Security Farms, to curb the express language in
7 In re Lazar. Further, the facts of In re Eastport are distinct
8 from the facts here. In that case, no state court proceeding
9 had ever been commenced. The only litigation on Eastport's
10 entitlement was in the bankruptcy court. So if the bankruptcy
11 court abstained, Eastport would have had to start its
12 litigation over again in the state court, In re Eastport
13 Associates, 935 F.2d 1078, 1079.

14 In contrast, in this instant case, more closely
15 mirrors the procedural history in In re Lazar, where the case
16 was initially brought in state court and removed to federal
17 court, 237 F.3d 967. Therefore, abstention does not apply, and
18 the Court rejects plaintiffs' arguments to abstain from
19 exercising its jurisdiction over the matter, BGC Partners, Inc.
20 v. Avison Young Canada, Inc., 2016 WL 3636921 *6 (D. Nev. July
21 7, 2016).

22 The Court finds -- has considered the question of
23 whether or not the Colorado River Water Conservation District
24 abstention applies here. It does not. Several participants
25 argued that the concept of abstention, as articulated by the



1 United States Supreme Court in Colorado River Water
2 Conservation District v. United States, 424 U.S. 800 (1976),
3 was relevant here. The Court finds that abstention as
4 articulated by the United States Supreme Court in that case
5 does not apply here. As noted by the Ninth Circuit in Holder
6 v. Holder, 305 F.3d 854, 867 (9th Cir. 2002) and Vasquez v.
7 Rackauckas, I believe it is, R-A-CC-K-A-U-C-K-A-S, 734 F.3d
8 1025, 1040 (2013), application of Colorado River abstention
9 requires that there be two pieces of concurrent litigation, one
10 in federal court and one in state court. Absent two concurrent
11 cases, the doctrine simply does not apply.

12 This situation and all these adversary proceedings
13 here do not involve concurrent litigation. They involved
14 state-initiated cases that have been removed to the federal
15 bankruptcy court. In the absence of two concurrent pieces of
16 litigation, the Court holds that Colorado River abstention does
17 not apply in these cases, Security Farms, 124 F.3d 1009, 1010,
18 and In re Lazar, 237 F.3d 981, 982.

19 In the end, the Court today was simply asked to make
20 a decision, and the decision is a question that is challenging
21 on a number of different levels. The parties argued well and
22 passionately on behalf of their respective positions, but in
23 the end, for the reasons that I've stated on the record here
24 today, I find that the fact of the matter is, is that the Court
25 lacks related to jurisdiction in these adversary proceedings



1 for the reasons that I've stated previously on the record and
2 pursuant to the authorities that I've referenced, as well.

3 Even if that were not true, the Court believes that
4 remand on an equitable basis is more than warranted here under
5 §1334(c)(1). When I considered the seven factors that have
6 been identified by the Ninth Circuit Court of Appeals -- and I
7 am mindful that any one of those relevant factors can provide
8 sufficient basis for an equitable remand -- I look here at the
9 bulk of those seven factors, and in fact, the ones that I've
10 identified specifically on the record here today. Nearly all
11 of them, certainly five of the seven factors that have been
12 identified by the Ninth Circuit Court of Appeals in determining
13 whether equitable remand is appropriate are present and they
14 weigh significantly in favor of remanding these matters back to
15 a court of general jurisdiction familiar with the laws of the
16 State of Nevada, both as to entitlement to real property liens
17 against the real property, enforcement of those liens, the
18 priority of those liens against real property, and given very
19 recent, very specific guidance from the Nevada Supreme Court.

20 When I look at the factors, and I have again, I see
21 that the effect on the administration of this bankruptcy estate
22 will be minimal, if there is any at all. I find that the
23 extent that the state law predominates the issues that are the
24 subject of the litigation that was removed to this court,
25 clearly, state law predominates. The difficulty of the



1 applicable state law, again, has been resolved in large part by
2 very recent, very specific guidance from the Nevada Supreme
3 Court, as to which certiorari has since been denied by the
4 United States Supreme Court. Comity weighs in favor of remand
5 to the original court where these cases were filed. The
6 relatedness of the action to the bankruptcy case, again, I
7 found that I don't have related to jurisdiction. When I look
8 at the two-part standard for establishing relatedness, I don't
9 see that there is relatedness here. Jury trial, again,
10 generally doesn't apply. I see no prejudice to the plaintiffs
11 from removal. When I look at those factors, the Court is
12 satisfied that equity does demand that these cases go back to
13 the state court, court of general jurisdiction, to resolve the
14 state court litigation that is pending as state law issues that
15 are pending between these parties.

16 I addressed the issue of abstention simply to ensure
17 that there's no question as to whether or not the Court has
18 considered all of the arguments and positions of the parties in
19 connection with these remand motions, and so the order for
20 today then is as follows: Based upon the foregoing findings of
21 fact and conclusions of law, it is hereby ordered that the
22 above-referenced motions to remand be and are hereby granted.
23 An appropriate order will be entered in all of the cases I've
24 identified in today's oral ruling. They will be confirmed in
25 Exhibit 8 to the orders will be prepared by the Court. The



1 ruling as announced on the record today will constitute the
2 Court's findings of fact and conclusions of law under Federal
3 Rule of Civil Procedure 52, applicable in this contested matter
4 under Federal Rule of Bankruptcy Procedure 9014 and 7052. And
5 again, the Court will prepare the orders. The parties need not
6 fear that, and it will happen soon.

7 Ms. Mendoza, anything further on my 1:30 calendar?

8 THE CLERK: No, Your Honor.

9 THE COURT: All right. Seeing nothing further, that
10 is the Court's order. We are adjourned. Have a good
11 afternoon.

12 MR. JONES: Thank you, Your Honor.

13 THE CLERK: Thank you, Your Honor. All rise.

14 COURT REPORTER: Off record.

15 (Proceedings concluded at 3:07 p.m.)

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C E R T I F I C A T I O N

I, Alicia Jarrett, court-approved transcriber, hereby
certify that the foregoing is a correct transcript from the
official electronic sound recording of the proceedings in the
above-entitled matter.

Alicia J. Jarrett

ALICIA JARRETT, AAERT NO. 428

DATE: August 24, 2017

ACCESS TRANSCRIPTS, LLC

C E R T I F I C A T I O N

I, Lisa Luciano, court-approved transcriber, hereby
certify that the foregoing is a correct transcript from the
official electronic sound recording of the proceedings in the
above-entitled matter.

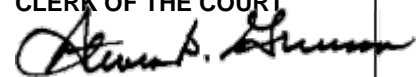
Lisa Luciano

LISA LUCIANO, AAERT NO. 327

DATE: August 24, 2017

ACCESS TRANSCRIPTS, LLC





Robin E. Perkins (Nevada Bar No. 9891)
Jennifer L. McBee (Nevada Bar No. 9110)
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jmcbec@swlaw.com

*Attorneys for Mortgage Electronic Registration
Systems, Inc.*

DISTRICT COURT

CLARK COUNTY, NEVADA

U.S. BANK, NATIONAL ASSOCIATION AS
TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-A8,

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company; DOE
INDIVIDUALS I through X, inclusive; and
ROE CORPORATIONS I through X, inclusive,

Defendants.

Case No. A-16-739867-C

Dept. No. XXXI

**STIPULATION AND ORDER
DISMISSING MORTGAGE
ELECTRONIC REGISTRATION
SYSTEMS, INC. WITHOUT
PREJUDICE**

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company,

Counter/Cross Claimant,

vs.

U.S. BANK, NATIONAL ASSOCIATION AS
TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-A8;
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., a
Delaware corporation, as nominee beneficiary
for UNIVERSAL AMERICAN MORTGAGE
COMPANY, LLC, a foreign limited liability
company; HENRY E. IVY, an individual; and
FREDDIE S. IVY, an individual,

Counter/Cross Defendants.

09-22-17 P02:34 IN

JC 31

08-25-17 P02:05

JA00263

IT IS HEREBY STIPULATED AND AGREED between Cross-Claimant SFR INVESTMENTS POOL 1, LLC ("SFR") and Cross-Defendant, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as nominee beneficiary for UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC, and its successors and assigns ("MERS," and together with SFR, the "Parties"), by and through their counsel, as follows:


1. On May 23, 2005, Universal American Mortgage Company, LLC (the "Lender") recorded a deed of trust with the Clark County Recorder's Office on the real property commonly known as 7868 Marbledoe Street, Las Vegas, NV 89149-3740, APN 125-18-112-069 (the "Property"), as Book and Instrument No. 20050523-0004229 ("Deed of Trust"). MERS was designated in the Deed of Trust as the beneficiary "solely as nominee for Lender . . . and Lender's successors and assigns."

2. Pursuant to Nevada Revised Statute ("NRS") 120.220, MERS, as the beneficiary of record as nominee for the Lender and its successors and assigns, expressly disclaims any and all right, title, and interest in the Property through the Deed of Trust. MERS does not disclaim or waive any other rights or remedies to which it may legally be entitled.

3. SFR hereby stipulates and agrees, based on MERS's disclaimer of property interest set forth herein, that MERS should be dismissed from this action, without prejudice, with each party to bear their own attorney's fees and costs.

Dated this 22 day of August 2017.

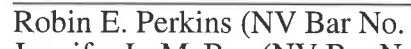
KIM GILBERT EBRON


DIANA CLINE EBRON, ESQ.
Nevada Bar No. 10580
7625 Dean Martin Dr., Suite 110
Las Vegas, Nevada 89139

Attorneys for SFR Investments Pool 1, LLC

Dated this ____ day of August, 2017.

SNELL & WILMER L.L.P.


Robin E. Perkins (NV Bar No. 9891)
Jennifer L. McBee (NV Bar No. 9110)
3883 Howard Hughes Parkway
Suite 1100
Las Vegas, Nevada 89169

*Attorneys for Mortgage Electronic
Registration Systems, Inc.*

1 IT IS HEREBY STIPULATED AND AGREED between Cross-Claimant SFR
2 INVESTMENTS POOL 1, LLC ("SFR") and Cross-Defendant, MORTGAGE ELECTRONIC
3 REGISTRATION SYSTEMS, INC. as nominee beneficiary for UNIVERSAL AMERICAN
4 MORTGAGE COMPANY, LLC, and its successors and assigns ("MERS," and together with
5 SFR, the "Parties"), by and through their counsel, as follows:

6 1. On May 23, 2005, Universal American Mortgage Company, LLC (the "Lender")
7 recorded a deed of trust with the Clark County Recorder's Office on the real property commonly
8 known as 7868 Marbledoe Street, Las Vegas, NV 89149-3740, APN 125-18-112-069 (the
9 "Property"), as Book and Instrument No. 20050523-0004229 ("Deed of Trust"). MERS was
10 designated in the Deed of Trust as the beneficiary "solely as nominee for Lender . . . and Lender's
11 successors and assigns."

12 2. Pursuant to Nevada Revised Statute ("NRS") 120.220, MERS, as the beneficiary
13 of record as nominee for the Lender and its successors and assigns, expressly disclaims any and
14 all right, title, and interest in the Property through the Deed of Trust. MERS does not disclaim or
15 waive any other rights or remedies to which it may legally be entitled.

16 3. SFR hereby stipulates and agrees, based on MERS's disclaimer of property
17 interest set forth herein, that MERS should be dismissed from this action, without prejudice, with
18 each party to bear their own attorney's fees and costs.

19 Dated this ____ day of August 2017.

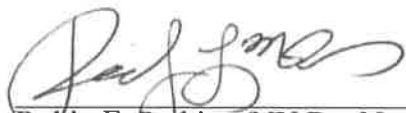
20 **KIM GILBERT EBRON**

21
22
23 DIANA CLINE EBRON, ESQ.
24 Nevada Bar No. 10580
25 7625 Dean Martin Dr., Suite 110
26 Las Vegas, Nevada 89139

27 *Attorneys for SFR Investments Pool 1, LLC*

20 Dated this ____ day of August, 2017.

21 **SNELL & WILMER LLP.**

22
23 

24 Robin E. Perkins (NV Bar No. 9891)
25 Jennifer L. McBee (NV Bar No. 9110)
26 3883 Howard Hughes Parkway
27 Suite 1100
28 Las Vegas, Nevada 89169

*Attorneys for Mortgage Electronic
Registration Systems, Inc.*

ORDER

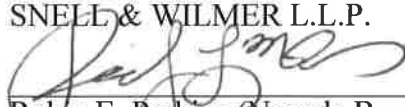
IT IS HEREBY ORDERED that the foregoing *Stipulation and Order Dismissing Mortgage Electronic Registration Systems, Inc. Without Prejudice* is approved.

DATED this 22nd day of September, 2017.

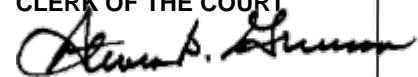

DISTRICT COURT JUDGE

Respectfully submitted by:

SNELL & WILMER L.L.P.


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Jennifer L. McBee (Nevada Bar No. 9110)
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*Attorneys for Mortgage Electronic Registration
Systems, Inc.*

DISTRICT COURT

CLARK COUNTY, NEVADA

U.S. BANK, NATIONAL ASSOCIATION AS
TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-A8,

Case No. A-16-739867-C

Dept. No. XXXI

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company; DOE
INDIVIDUALS I through X, inclusive; and
ROE CORPORATIONS I through X, inclusive,

Defendants.

**NOTICE OF ENTRY OF
STIPULATION AND ORDER**

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company,

Counter/Cross Claimant,

vs.

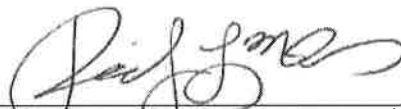
U.S. BANK, NATIONAL ASSOCIATION AS
TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-A8;
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., a
Delaware corporation, as nominee beneficiary
for UNIVERSAL AMERICAN MORTGAGE
COMPANY, LLC, a foreign limited liability
company; HENRY E. IVY, an individual; and
FREDDIE S. IVY, an individual,

Counter/Cross Defendants.

1 PLEASE TAKE NOTICE that a *Stipulation and order Dismissing Mortgage Electronic*
2 *Registration Systems, Inc. Without Prejudice* ("Order") was entered in the above-referenced case
3 on September 26, 2017. A copy of said Order is attached as **Exhibit 1**.

4
5 Dated this 27th day of September 2017.

SNELL & WILMER L.L.P.

6
7 

8 Robin E. Perkins (NV Bar No. 9891)
9 Jennifer L. McBee (NV Bar No. 9110)
10 3883 Howard Hughes Parkway, Suite 1100
11 Las Vegas, Nevada 89169
12 Telephone: 702.784.5200
13 Facsimile: 702.784.5252

14 *Attorneys for Mortgage Electronic*
15 *Registration Systems, Inc.*

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen (18) years, and I am not a party to, nor interested in, this action. On September 27, 2017, I caused to be served a true and correct copy of the foregoing **NOTICE OF ENTRY OF STIPULATION AND ORDER** upon the following by the method indicated:

X

BY ELECTRONIC FILING & ELECTRONIC SERVICE: Pursuant to NRCP 5(b) and Administrative Order 14-2, by submitting to the above-entitled Court for electronic filing and service upon the Court's e-service list for the above-referenced case.

Diana S. Ebron diana@kgelegal.com
Diana Cline Ebron - diana@kgelegal.com
KGE E-Service List eservice@kgelegal.com
KGE Legal Staff staff@kgelegal.com
Michael L. Sturm mike@kgelegal.com
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NVEfile . nvefile@wrightlegal.net
Sara Aslinger . saslinger@wrightlegal.net
Shadd Wade . swade@wrightlegal.net
Tomas Valerio . staff@kgelegal.com

Dated: September 27, 2017


An Employee of Snell & Wilmer L.L.P.

EXHIBIT 1

EXHIBIT 1



Robin E. Perkins (Nevada Bar No. 9891)
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Systems, Inc.*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

U.S. BANK, NATIONAL ASSOCIATION AS
TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-A8,

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company; DOE
INDIVIDUALS I through X, inclusive; and
ROE CORPORATIONS I through X, inclusive,

Defendants.

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company,

Counter/Cross Claimant,

vs.

U.S. BANK, NATIONAL ASSOCIATION AS
TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-A8;
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., a
Delaware corporation, as nominee beneficiary
for UNIVERSAL AMERICAN MORTGAGE
COMPANY, LLC, a foreign limited liability
company; HENRY E. IVY, an individual; and
FREDDIE S. IVY, an individual,

Counter/Cross Defendants.

Case No. A-16-739867-C

Dept. No. XXXI

**STIPULATION AND ORDER
DISMISSING MORTGAGE
ELECTRONIC REGISTRATION
SYSTEMS, INC. WITHOUT
PREJUDICE**

09-22-17 P02:34 IN

JC 31

09-22-17 P02:34 IN

JC 31

IT IS HEREBY STIPULATED AND AGREED between Cross-Claimant SFR INVESTMENTS POOL 1, LLC ("SFR") and Cross-Defendant, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as nominee beneficiary for UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC, and its successors and assigns ("MERS," and together with SFR, the "Parties"), by and through their counsel, as follows:


1. On May 23, 2005, Universal American Mortgage Company, LLC (the "Lender") recorded a deed of trust with the Clark County Recorder's Office on the real property commonly known as 7868 Marbledoe Street, Las Vegas, NV 89149-3740, APN 125-18-112-069 (the "Property"), as Book and Instrument No. 20050523-0004229 ("Deed of Trust"). MERS was designated in the Deed of Trust as the beneficiary "solely as nominee for Lender . . . and Lender's successors and assigns."

2. Pursuant to Nevada Revised Statute ("NRS") 120.220, MERS, as the beneficiary of record as nominee for the Lender and its successors and assigns, expressly disclaims any and all right, title, and interest in the Property through the Deed of Trust. MERS does not disclaim or waive any other rights or remedies to which it may legally be entitled.

3. SFR hereby stipulates and agrees, based on MERS's disclaimer of property interest set forth herein, that MERS should be dismissed from this action, without prejudice, with each party to bear their own attorney's fees and costs.

Dated this 28 day of August 2017.

KIM GILBERT EBRON


DIANA CLINE EBRON, ESQ.
Nevada Bar No. 10580
7625 Dean Martin Dr., Suite 110
Las Vegas, Nevada 89139

Attorneys for SFR Investments Pool 1, LLC

Dated this ____ day of August, 2017.

SNELL & WILMER LLP.

Robin E. Perkins (NV Bar No. 9891)
Jennifer L. McBee (NV Bar No. 9110)
3883 Howard Hughes Parkway
Suite 1100
Las Vegas, Nevada 89169

*Attorneys for Mortgage Electronic
Registration Systems, Inc.*

IT IS HEREBY STIPULATED AND AGREED between Cross-Claimant SFR INVESTMENTS POOL 1, LLC ("SFR") and Cross-Defendant, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as nominee beneficiary for UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC, and its successors and assigns ("MERS," and together with SFR, the "Parties"), by and through their counsel, as follows:

1. On May 23, 2005, Universal American Mortgage Company, LLC (the "Lender") recorded a deed of trust with the Clark County Recorder's Office on the real property commonly known as 7868 Marbledoe Street, Las Vegas, NV 89149-3740, APN 125-18-112-069 (the "Property"), as Book and Instrument No. 20050523-0004229 ("Deed of Trust"). MERS was designated in the Deed of Trust as the beneficiary "solely as nominee for Lender . . . and Lender's successors and assigns."

2. Pursuant to Nevada Revised Statute ("NRS") 120.220, MERS, as the beneficiary of record as nominee for the Lender and its successors and assigns, expressly disclaims any and all right, title, and interest in the Property through the Deed of Trust. MERS does not disclaim or waive any other rights or remedies to which it may legally be entitled.

3. SFR hereby stipulates and agrees, based on MERS's disclaimer of property interest set forth herein, that MERS should be dismissed from this action, without prejudice, with each party to bear their own attorney's fees and costs.

Dated this ____ day of August 2017.

KIM GILBERT EBRON

DIANA CLINE EBRON, ESQ.
Nevada Bar No. 10580
7625 Dean Martin Dr., Suite 110
Las Vegas, Nevada 89139

Attorneys for SFR Investments Pool 1, LLC

Dated this ____ day of August, 2017.

SNELL & WILMER L.L.P.



Robin E. Perkins (NV Bar No. 9891)
Jennifer L. McBee (NV Bar No. 9110)
3883 Howard Hughes Parkway
Suite 1100
Las Vegas, Nevada 89169

*Attorneys for Mortgage Electronic
Registration Systems, Inc.*

ORDER


IT IS HEREBY ORDERED that the foregoing *Stipulation and Order Dismissing Mortgage Electronic Registration Systems, Inc. Without Prejudice* is approved.

DATED this 22nd day of September, 2017.

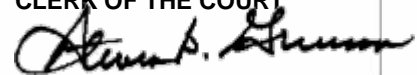

DISTRICT COURT JUDGE

Respectfully submitted by:

SNELL & WILMER L.L.P.


Robin E. Perkins (Nevada Bar No. 9891)
Jennifer L. McBee (Nevada Bar No. 9110)
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Attorneys for Mortgage Electronic Registration Systems, Inc.



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12 7625 Dean Martin Drive, Suite 110
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16 *Attorneys for SFR Investments Pool 1, LLC*

10 **DISTRICT COURT**
11 **CLARK COUNTY NEVADA**

12 U.S. BANK, NATIONAL ASSOCIATION AS
13 TRUSTEE FOR MERRILL LYNCH
14 MORTGAGE INVESTORS TRUST,
15 MORTGAGE LOAN ASSET-BACKED
16 CERTIFICATES, SERIES 2005-A8,

16 Plaintiff,

17 vs.

18 SFR INVESTMENTS POOL 1, LLC, a
19 Nevada limited liability company; DOE
20 INDIVIDUALS I through X, inclusive; and
21 ROE CORPORATIONS I through X,
22 inclusive,

21 Defendants.

22 SFR INVESTMENTS POOL 1, LLC, a
23 Nevada limited liability company,

24 Counter/Cross Claimant,

25 vs.

26 U.S. BANK, NATIONAL ASSOCIATION
27 AS TRUSTEE FOR MERRILL LYNCH
28 MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-A8;

Case No. A-16-739867-C

Dept. No. XXXI

**STIPULATION AND ORDER TO
DISMISS SFR INVESTMENTS POOL 1,
LLC'S SLANDER OF TITLE CLAIM
AGAINST U.S. BANK, NATIONAL
ASSOCIATION**

10-02-17 A10:35-1N



09-28-17 A09:05-1N

JA00275



1 MORTGAGE ELECTRONIC
2 REGISTRATION SYSTEMS, INC., a
3 Delaware corporation, as nominee beneficiary
4 for UNIVERSAL AMERICAN MORTGAGE
5 COMPANY, LLC, a foreign limited liability
6 company; HENRY E. IVY, an individual; and
7 FREDDIE S. IVY, an individual,

Counter-Defendant/Cross-Defendants.

8 Defendant/Counterclaimant/Cross-Claimant, SFR INVESTMENTS POOL 1, LLC
9 ("SFR"); and Plaintiff/Counterdefendant U.S. BANK, NATIONAL ASSOCIATION AS
10 TRUSTEE FOR MERRILL LYNCH MORTGAGE INVESTORS TRUST, MORTGAGE
11 LOAN ASSET-BACKED CERTIFICATES, SERIES 2005-A8 ("U.S. Bank"), by and through
12 their respective undersigned counsel, hereby stipulate and agree as follows:

- 13 1. The subject property is located at 7868 Marbledoe Street, Las Vegas, NV 89149; and
14 bears Assessor's Parcel No. 125-18-112-069;

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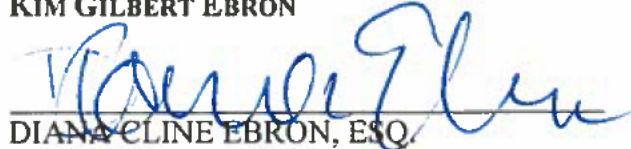
2. SFR and U.S. Bank hereby agree that SFR's slander of title claim against U.S. Bank shall be dismissed without prejudice with each party to bear its own fees and costs.


Dated this 25th day of August, 2017.

Dated this 25th day of August, 2017.

KIM GILBERT EBRON

WRIGHT, FINLAY & ZAK, LLP


DIANA CLINE EBRON, ESQ.
Nevada Bar No. 10580
7625 Dean Martin Dr., Suite 110
Las Vegas, Nevada 89139
Attorneys for SFR Investments Pool 1, LLC

 for
DANA JONATHAN NITZ, ESQ.
Nevada Bar No. 0050
CHRISTINA V. MILLER, ESQ.
Nevada Bar No. 12448
7785 W. Sahara Ave., Ste. 200
Las Vegas, Nevada 89117
*Attorneys for U.S. Bank, National
Association as Trustee for Merrill Lynch
Mortgage Investors Trust, Mortgage Loan
Asset-Backed Certificates, Series 2005-A8*

ORDER


IT IS SO ORDERED.

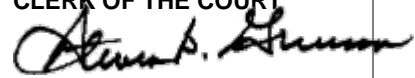
DATED this 2nd day of October 2017.


JOANNA S. KISHNER
DISTRICT COURT JUDGE

Respectfully Submitted By:

KIM GILBERT EBRON


DIANA CLINE EBRON, ESQ.
Nevada Bar No. 10580
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Attorneys for SFR Investments Pool 1, LLC



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Attorneys for SFR Investments Pool 1, LLC

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

U.S. BANK, NATIONAL ASSOCIATION
AS TRUSTEE FOR MARRILL LYNCH
MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-A8,

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company; DOE
INDIVIDUALS I through X, inclusive; and
ROE CORPORATIONS I through X,
inclusive,

Defendants.

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company,

Counter/Cross Claimant,

vs.

U.S. BANK, NATIONAL ASSOCIATION AS
TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-A8;
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., a
Delaware corporation, as nominee beneficiary
for UNIVERSAL AMERICAN MORTGAGE
COMPANY, LLC, a foreign limited liability

Case No. A-16-739867-C

Dept. No. XXXI

**NOTICE OF ENTRY OF STIPULATION
AND ORDER TO DISMISS SFR
INVESTMENTS POOL 1, LLC'S
SLANDER OF TITLE CLAIM AGAINST
U.S. BANK, NATIONAL ASSOCIATION**

KIM GILBERT EBRON
7625 DEAN MARTIN DRIVE, SUITE 110
LAS VEGAS, NEVADA 89139
(702) 485-3300 FAX (702) 485-3301

company; HENRY E. IVY, an individual; and
FREDDIE S. IVY, an individual,

Counter-Defendant/Cross-Defendants.

PLEASE TAKE NOTICE that on October 5, 2017, a **Stipulation and Order to Dismiss SFR Investments Pool 1, LLC's Slander of Title Claim Against U.S. Bank, National Association** was entered. A copy of said Stipulation and Order is attached hereto.

DATED this 9th day of October, 2017.

KIM GILBERT EBRON

/s/ Diana S. Ebron

DIANA S. EBRON, ESQ.

Nevada Bar No. 10580

7625 Dean Martin Drive, Suite 110

Las Vegas, Nevada 89139

Attorney for SFR Investments Pool 1, LLC

CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of October, 2017, pursuant to NRCP 5(b), I served via the Eighth Judicial District Court electronic filing system, the foregoing **NOTICE OF ENTRY OF STIPULATION AND ORDER TO DISMISS SFR INVESTMENTS POOL 1, LLC'S SLANDER OF TITLE CLAIM AGAINST U.S. BANK, NATIONAL ASSOCIATION** to the following parties:

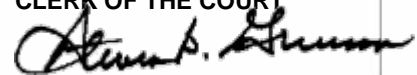
NVEfile . (nvefile@wrightlegal.net)

Sara Aslinger . (saslinger@wrightlegal.net)

Shadd Wade . (swade@wrightlegal.net)

/s/ Tomas Valerio

An Employee of Kim Gilbert Ebron



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15 Facsimile: (702) 485-3301
16 *Attorneys for SFR Investments Pool 1, LLC*

10 **DISTRICT COURT**
11 **CLARK COUNTY NEVADA**

12 U.S. BANK, NATIONAL ASSOCIATION AS
13 TRUSTEE FOR MERRILL LYNCH
14 MORTGAGE INVESTORS TRUST,
15 MORTGAGE LOAN ASSET-BACKED
16 CERTIFICATES, SERIES 2005-A8,

16 Plaintiff,

17 vs.

18 SFR INVESTMENTS POOL 1, LLC, a
19 Nevada limited liability company; DOE
20 INDIVIDUALS I through X, inclusive; and
21 ROE CORPORATIONS I through X,
22 inclusive,

21 Defendants.

22 SFR INVESTMENTS POOL 1, LLC, a
23 Nevada limited liability company,

24 Counter/Cross Claimant,

25 vs.

26 U.S. BANK, NATIONAL ASSOCIATION
27 AS TRUSTEE FOR MERRILL LYNCH
28 MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-A8;

Case No. A-16-739867-C

Dept. No. XXXI

**STIPULATION AND ORDER TO
DISMISS SFR INVESTMENTS POOL 1,
LLC'S SLANDER OF TITLE CLAIM
AGAINST U.S. BANK, NATIONAL
ASSOCIATION**

10-02-17 A10:35-1N



09-28-17 A09:05 1N

JA00280



1 MORTGAGE ELECTRONIC
2 REGISTRATION SYSTEMS, INC., a
3 Delaware corporation, as nominee beneficiary
4 for UNIVERSAL AMERICAN MORTGAGE
5 COMPANY, LLC, a foreign limited liability
6 company; HENRY E. IVY, an individual; and
7 FREDDIE S. IVY, an individual,

Counter-Defendant/Cross-Defendants.

8 Defendant/Counterclaimant/Cross-Claimant, SFR INVESTMENTS POOL 1, LLC
9 ("SFR"); and Plaintiff/Counterdefendant U.S. BANK, NATIONAL ASSOCIATION AS
10 TRUSTEE FOR MERRILL LYNCH MORTGAGE INVESTORS TRUST, MORTGAGE
11 LOAN ASSET-BACKED CERTIFICATES, SERIES 2005-A8 ("U.S. Bank"), by and through
12 their respective undersigned counsel, hereby stipulate and agree as follows:

- 13 1. The subject property is located at 7868 Marbledoe Street, Las Vegas, NV 89149; and
14 bears Assessor's Parcel No. 125-18-112-069;

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2. SFR and U.S. Bank hereby agree that SFR's slander of title claim against U.S. Bank shall be dismissed without prejudice with each party to bear its own fees and costs.


Dated this 25th day of August, 2017.

KIM GILBERT EBRON


DIANA CLINE EBRON, ESQ.
Nevada Bar No. 10580
7625 Dean Martin Dr., Suite 110
Las Vegas, Nevada 89139
Attorneys for SFR Investments Pool 1, LLC

Dated this 25th day of August, 2017.

WRIGHT, FINLAY & ZAK, LLP

 for
DANA JONATHAN NITZ, ESQ.
Nevada Bar No. 0050
CHRISTINA V. MILLER, ESQ.
Nevada Bar No. 12448
7785 W. Sahara Ave., Ste. 200
Las Vegas, Nevada 89117
*Attorneys for U.S. Bank, National
Association as Trustee for Merrill Lynch
Mortgage Investors Trust, Mortgage Loan
Asset-Backed Certificates, Series 2005-A8*

ORDER


IT IS SO ORDERED.

DATED this 2nd day of October 2017.


JOANNA S. KISHNER
DISTRICT COURT JUDGE

Respectfully Submitted By:

KIM GILBERT EBRON


DIANA CLINE EBRON, ESQ.
Nevada Bar No. 10580
7625 Dean Martin Drive, Suite 110
Las Vegas, Nevada 89139
Attorneys for SFR Investments Pool 1, LLC



ACOM

WRIGHT, FINLAY & ZAK, LLP

Regina A. Habermas, Esq.

Nevada Bar No. 8481

Jamie S. Hendrickson, Esq.

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jhendrickson@wrightlegal.net

*Attorneys for Plaintiff/Counter-Defendant, U.S. Bank, National Association as Trustee for
Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2005-
A8*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

U.S. BANK, NATIONAL ASSOCIATION AS
TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-A8,

Plaintiff,

v.

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company;
ANTELOPE HOMEOWNERS'
ASSOCIATION, a Nevada non-profit
corporation; DOE INDIVIDUALS I through
X, inclusive; and ROE CORPORATIONS I
through X, inclusive,

Defendants.

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company,

Counter/Cross Claimant,

vs.

U.S. BANK, NATIONAL ASSOCIATION AS
TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED

Case No.: A-16-739867-C

Dept. No.: XXXI

FIRST AMENDED COMPLAINT

**EXEMPT FROM ARBITRATION:
ACTION FOR QUIET TITLE AND
DECLARATORY RELIEF**

CERTIFICATES, SERIES 2005-A8;
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., a
Delaware corporation, as nominee beneficiary
for UNIVERSAL AMERICAN MORTGAGE
COMPANY, LLC. a foreign limited liability
company; HENRY E. IVY, an individual; and
FREDDIE S. IVY, an individual,

Counter/Cross Defendants.

Plaintiff/Counter-Defendant, U.S. Bank, National Association as Trustee for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2005-A8 (hereinafter “Plaintiff” or “U.S. Bank”), by and through its attorneys of record, Regina A. Habermas, Esq. and Jamie S. Hendrickson, Esq., of the law firm of Wright, Finlay & Zak, LLP, and hereby asserts its claims against the above-named Defendants as follows:

INTRODUCTION

1. Plaintiff is authorized to bring this action in the State of Nevada by NRS 40.430.

2. The real property at issue is known as 7868 Marbledoe Street, Las Vegas, NV 89149, APN No. 125-18-112-069 (hereinafter “Property”).

JURISDICTION AND VENUE

3. Venue and jurisdiction is proper in this judicial district because Defendants reside in this district; a substantial part of the events or omissions giving rise to U.S. Bank’s claims occurred in this district; and the property that is the subject of this action is situated in this district, in Las Vegas, Clark County, Nevada.

PARTIES

4. U.S. Bank is a national banking association chartered under the laws of the United States with its main office in the State of Ohio.

5. U.S. Bank is the assigned Beneficiary under the Deed of Trust signed by Henry E. Ivy and Freddie S. Ivy (hereinafter “Ivy”) recorded on May 23, 2005 (hereinafter “Deed of Trust”), which encumbers the Property and secures repayment of a promissory note.

6. Upon information and belief, Defendant, SFR Investments Pool 1, LLC (hereinafter “Buyer”), is a Nevada limited liability company and claims it is the current titleholder of the Property.

7. Upon information and belief, Defendant Antelope Homeowners' Association (hereinafter the "HOA") is a Nevada non-profit corporation, licensed to do business in the State of Nevada.

8. U.S. Bank does not know the true names, capacities or bases of liability of fictitious Defendants sued as DOE INDIVIDUALS I through X, inclusive; and ROE CORPORATIONS I through X, inclusive (collectively “fictitious Defendants”). Each fictitious Defendant is in some way liable to U.S. Bank or claims some rights, title, or interest in the subject Property that is subsequent to or subject to the interests of U.S. Bank, or both. U.S. Bank will amend this Complaint to reflect the true names of said Defendants when the same have been ascertained.

GENERAL ALLEGATIONS

9. On or about May 23, 2005, Ivy purchased the Property.¹

10. On or about May 18, 2005, Ivy executed the Deed of Trust, which identified Universal American Mortgage Company, LLC as the Lender and Beneficiary and Stewart Title Company as the Trustee, securing a loan in the amount of \$212,750.00 (hereinafter the “Ivy Loan”).²

11. Public records show that on November 12, 2009, a Notice of Delinquent Assessment (Lien) was recorded against the Property by Alessi & Koenig, LLC (“HOA Trustee”) on behalf of the HOA.³

12. Public records show that on October 19, 2010, a Notice of Delinquent Violation

¹ A true and correct copy of the Grant, Bargain, Sale Deed recorded in the Clark County Recorder's Office as Book and Instrument Number 20050523-0004227 is attached hereto as **Exhibit 1**. All other recordings stated hereafter are recorded in the same manner.

2 A true and correct copy of the Deed of Trust recorded as Book and Instrument Number 20050523-0004228 is attached hereto as **Exhibit 2**.

³ A true and correct copy of the Notice of Delinquent Assessment (Lien) recorded as Book and Instrument Number 20091112-0004474 is attached hereto as **Exhibit 3**.

1 Lien was recorded against the Property by the HOA.⁴

2 **13.** Public records show that on February 17, 2011, a Notice of Default and Election
3 to Sell Under Homeowners Association Lien was recorded against the Property on behalf of the
4 HOA by the HOA Trustee.⁵

5 **14.** On or about December 16, 2011, Bank of America, N.A., the prior servicer,
6 through prior counsel Miles, Bauer, Bergstrom & Winters, LLP (hereinafter “MBBW”),
7 tendered the super-priority lien amount totaling \$405.00 to the HOA Trustee.

8 **15.** MBBW’s tender, on behalf of Bank of America, N.A., satisfied the statutory
9 super-priority lien amount that could be claimed against the Property by the HOA.

10 **16.** On or about December 30, 2011, the HOA Trustee refused to accept Bank of
11 America, N.A.’s tender of the super-priority lien amount.

12 **17.** The HOA Trustee, on behalf of the HOA, had no legal right to reject the tender
13 of the super-priority amount by Bank of America, N.A.

14 **18.** Public records show that on August 11, 2011, a Notice of Trustee’s Sale was
15 recorded against the Property by the HOA Trustee.⁶

16 **19.** Public records show that on April 16, 2012, a second Notice of Trustee’s Sale
17 was recorded against the Property by the HOA Trustee.⁷

18 **20.** Public records show that on July 2, 2012, a third Notice of Trustee’s Sale was
19 recorded against the Property by the HOA Trustee.⁸

20 **21.** Upon information and belief, pursuant to the third Notice of Trustee’s Sale, a
21 non-judicial foreclosure sale occurred on July 25, 2012 (hereinafter the “HOA Sale”), whereby
22

23 ⁴ A true and correct copy of the Notice of Delinquent Violation Lien recorded as Book and
Instrument Number 20101019-0001557 is attached hereto as **Exhibit 4**.

24 ⁵ A true and correct copy of the Notice of Default and Election to Sell Under Homeowners
Association Lien recorded as Book and Instrument Number 20110217-0001289 is attached
hereto as **Exhibit 5**.

25 ⁶ A true and correct copy of the Notice of Trustee’s Sale recorded as Book and Instrument
Number 20110811-0003087 is attached hereto as **Exhibit 6**.

26 ⁷ A true and correct copy of the second Notice of Trustee’s Sale recorded as Book and
Instrument Number 20120416-0000922 is attached hereto as **Exhibit 7**.

27 ⁸ A true and correct copy of the third Notice of Trustee’s Sale recorded as Book and Instrument
28 Number 20120702-0001432 is attached hereto as **Exhibit 8**.

1 Buyer acquired its interest in the Property, if any, for the sum of \$5,950.00.

2 **22.** Public records show that on August 3, 2012, a Trustee's Deed Upon Sale was
3 recorded by which Buyer claims its interest from the HOA.⁹

4 **23.** A homeowner's association sale conducted pursuant to NRS Chapter 116 must
5 comply with all notice provisions as stated in NRS 116.31162 through NRS 116.31168.

6 **24.** A lender or holder of a beneficial interest in a senior deed of trust, such as U.S.
7 Bank and its predecessors-in-interest in the Deed of Trust, has a right to cure a delinquent
8 homeowner's association lien in order to protect its interest.

9 **25.** Upon information and belief, the HOA and HOA Trustee did not comply with all
10 mailing and noticing requirements stated in NRS 116.31162 through NRS 116.31168.

11 **26.** A recorded notice of default must "describe the deficiency in payment."

12 **27.** The HOA Sale occurred without adequate notice to U.S. Bank and/or its
13 predecessors-in-interest.

14 **28.** The HOA Sale occurred without notice to U.S. Bank or its predecessors-in-
15 interest what portion of the lien, if any, that the HOA and HOA Trustee claimed constituted a
16 "super-priority" lien.

17 **29.** The HOA Sale occurred without notice to U.S. Bank or its predecessors whether
18 the HOA was foreclosing on the "super-priority" portion of its lien, if any, or under the non-
19 super-priority portion of the lien.

20 **30.** The HOA Sale occurred without notice to U.S. Bank or its predecessors of a right
21 to cure the super-priority lien, if any.

22 **31.** The HOA Sale violated U.S. Bank's or its predecessors' rights to due process
23 because it was not given proper, adequate notice and the opportunity to cure the deficiency or
24 default in the payment of the super-priority lien, if any.

25 **32.** The HOA Sale was an invalid sale and could not have extinguished U.S. Bank's
26 secured interest because of defects in the notices given to U.S. Bank, or its predecessors.

27 ⁹ A true and correct copy of the Trustee's Deed Upon Sale recorded as Book and Instrument
28 Number 20120803-0003275 is attached hereto as **Exhibit 9**.

1 **33.** Under NRS Chapter 116, a lien under NRS 116.3116(1) can only include costs
2 and fees that are specifically enumerated in the statute.

3 **34.** A homeowner's association may only collect as a part of the super priority lien
4 (a) nuisance abatement charges incurred by the association pursuant to NRS 116.310312 and (b)
5 nine months of common assessments which became due prior to the institution of an action to
6 enforce the lien (unless Fannie Mae and Freddie Mac regulations require a shorter period of not
7 less than six months).

8 **35.** Upon information and belief, the HOA Foreclosure notices included improper
9 fees and costs in the amount required to cure, thus invalidating the lien.

10 **36.** The attorney's fees and the costs of collecting on a homeowner's association lien
11 cannot be included in the lien or super-priority lien.

12 **37.** Upon information and belief, the HOA assessment lien and foreclosure notices
13 included fines, interest, late fees, dues, attorney's fees, and costs of collection that are not
14 properly included in an HOA lien or super-priority lien under Nevada law and that are not
15 permissible under NRS 116.3102 *et seq.*

16 **38.** The HOA Sale is unlawful and void under NRS 116.3102 *et seq.*

17 **39.** NRS 116.31162 through NRS 116.31168 do not contain any provision requiring
18 notice of a foreclosure to the lender, beneficiary or holder of a first mortgage or deed of trust,
19 thus violating their constitutional right to due process.

20 **40.** The HOA Sale deprived U.S. Bank or its predecessors of its right to due process
21 because the foreclosure notices failed to identify the super-priority amount, to adequately
22 describe the deficiency in payment, to provide U.S. Bank or its predecessors notice of the
23 correct super-priority amount, or to provide a reasonable opportunity for U.S. Bank or its
24 predecessors to protect its priority by payment to satisfy that amount.

25 **41.** With respect to the HOA Sale, U.S. Bank's predecessor/servicer exercised its
26 right to cure the HOA deficiency by tendering the super-priority portion of the lien.

27 **42.** The HOA Trustee's wrongful rejection of tender of the super-priority lien
28 extinguished the super-priority lien.

1 **43.** U.S. Bank's predecessor/servicer's tender of the super-priority portion of the lien
2 eliminated the super-priority portion of the HOA lien and as such, any interest the Buyer
3 purchased in the Property was subject to U.S. Bank's Deed of Trust.

4 **44.** Because U.S. Bank's predecessor/servicer tendered the nine months super-
5 priority portion of the lien, the HOA Sale is ineffective to displace U.S. Bank's first priority
6 position under its Deed of Trust.

7 **45.** A homeowner's association sale must be done in a commercially reasonable
8 manner.

9 **46.** At the time of the HOA Sale, the amount owed on the Ivy Loan exceeded
10 \$208,000.

11 **47.** Upon information and belief, at the time of the HOA Sale, the fair market value
12 of the Property exceeded \$90,000.

13 **48.** The amount paid by Buyer at the HOA Sale allegedly totaled \$5,950.00.

14 **49.** The HOA Sale was not commercially reasonable, and not done in good faith, in
15 light of the sales price, the market value of the property, the debt owed to U.S. Bank on the Ivy
16 Loan, and the errors alleged above.

17 **50.** The HOA Sale by which Buyer took its interest was commercially unreasonable
18 if it extinguished U.S. Bank's Deed of Trust.

19 **51.** In the alternative, the HOA Sale was an invalid sale and could not have
20 extinguished U.S. Bank's secured interest because it was not a commercially reasonable sale.

21 **52.** Without providing U.S. Bank or its predecessors notice of the correct super-
22 priority amount and a reasonable opportunity to tender payment to satisfy that amount,
23 including the failure to set out the super-priority amount and the failure to adequately describe
24 the deficiency in payment as required by Nevada law, the HOA Sale is commercially
25 unreasonable and deprived U.S. Bank or its predecessors of its right to due process.

26 **53.** The CC&Rs for the HOA provide in Section 5.08 that "no lien...nor the
27 enforcement of any provision of this Declaration, shall defeat or render invalid the rights of the
28 beneficiary under any Recorded Mortgage of first and senior priority now or hereafter upon a

1 Lot...perfected before the date on which the Assessment sought to be enforced became
2 delinquent” (hereinafter referred to as the “Mortgagee Protection Clause”).¹⁰

3 **54.** Because the CC&Rs contained a Mortgagee Protection Clause in Section 5.08,
4 and because U.S. Bank or its predecessors was not given proper notice that the HOA intended to
5 foreclose on the super-priority portion of the dues owing, U.S. Bank or its predecessors did not
6 know that it had to attend the HOA Sale to protect its security interest.

7 **55.** Because the CC&Rs contained a Mortgagee Protection Clause, and because
8 proper notice that the HOA intended to foreclose on the super-priority portion of the dues owing
9 was not given, prospective bidders did not appear for the HOA Sale, making the HOA Sale
10 commercially unreasonable.

11 **56.** Buyer, HOA, and HOA Trustee knew that U.S. Bank or its predecessors would
12 rely on the Mortgagee Protection Clause contained in the recorded CC&Rs, and knew that U.S.
13 Bank or its predecessors would not know that HOA was foreclosing on super-priority amounts
14 because of the failure of HOA and HOA Trustee to provide such notice. U.S. Bank’s or its
15 predecessors’ absence from the HOA Sale allowed Buyer to appear at the HOA Sale and
16 purchase the Property for a fraction of market value, making the HOA Sale commercially
17 unreasonable.

18 **57.** Buyer, HOA, and HOA Trustee knew that prospective bidders would be less
19 likely to attend the HOA Sale because the public at large believed that U.S. Bank or its
20 predecessors was protected under the Mortgagee Protection Clause in the CC&Rs of public
21 record, and that the public at large did not receive notice, constructive or actual, that HOA was
22 foreclosing on a super-priority portion of its lien because the HOA and HOA Trustee
23 improperly failed to provide such notice. The general public’s belief therefore was that a buyer
24 at the HOA Sale would take title to the Property subject to U.S. Bank’s Deed of Trust. This
25 general belief resulted in the absence of prospective bidders at the HOA Sale, which allowed
26

27 ¹⁰ A true and correct copy of the pertinent portion of the Declaration of Covenants, Conditions,
28 and Restrictions for Antelope Homeowners’ Association recorded as Book and Instrument
Number 20040623-0002016 on June 23, 2004 is attached hereto as **Exhibit 10**.

Buyer to appear at the HOA sale and purchase the Property for a fraction of market value, making the HOA Sale commercially unreasonable.

58. The circumstances of the HOA Sale of the Property breached the HOA's and the HOA Trustee's obligations of good faith under NRS 116.1113 and their duty to act in a commercially reasonable manner.

59. Upon information and belief, Buyer was a professional foreclosure sale property purchaser.

60. The circumstances of the HOA Sale of the Property and its status as a professional property purchaser preclude Buyer from being deemed a bona fide purchaser for value.

61. Upon information and belief, Buyer had actual, constructive and/or inquiry notice of the first Deed of Trust, which prevents Buyer from being deemed a bona fide purchaser or encumbrancer for value.

62. In the event U.S. Bank's interest in the Property is not reaffirmed nor restored, U.S. Bank suffered damages in the amount of the fair market value of the Property or the unpaid balance of the Ivy Loan and Deed of Trust, at the time of the HOA Sale, whichever is greater, as a proximate result of Defendants' acts and omissions.

FIRST CAUSE OF ACTION

**(Quiet Title/Declaratory Relief Pursuant to NRS 30.010 *et seq.* and NRS 40.010 *et seq.*
versus Buyer, HOA, and all fictitious Defendants)**

63. U.S. Bank incorporates and re-alleges all previous paragraphs, as if fully set forth herein.

64. Pursuant to NRS 30.010 *et seq.* and NRS 40.010, this Court has the power and authority to declare U.S. Bank's rights and interests in the Property and to resolve Defendants' adverse claims in the Property.

65. Further, pursuant to NRS 30.010 *et seq.*, this Court has the power and authority to declare the rights and interest of the parties following the acts and omissions of the HOA and HOA Trustee in foreclosing the Property.

1 **66.** U.S. Bank's Deed of Trust is a first secured interest on the Property as intended
2 by NRS 116.3116(2)(b).

3 **67.** As the current beneficiary under the Deed of Trust and the lender entitled to
4 enforce the Ivy Loan, U.S. Bank's interest still encumbers the Property and retains its first
5 position status in the chain of title for the Property after the HOA Sale and is superior to the
6 interest, if any, acquired by Buyer, or held or claimed by any other party, for the reasons alleged
7 herein.

8 **68.** Upon information and belief, Buyer, the HOA, and the fictitious Defendants
9 dispute U.S. Bank's claims and assert priority, so that their claims are adverse to U.S. Bank's
10 claims.

11 **69.** Upon information and belief, the HOA, the HOA Trustee and the fictitious
12 Defendants failed to provide proper, adequate and sufficient notices required by Nevada statutes
13 to assure due process to U.S. Bank or its predecessors, and therefore the HOA Sale is void and
14 should be set aside or rescinded.

15 **70.** Based on the adverse claims being asserted by the parties, U.S. Bank is entitled
16 to a judicial determination regarding the rights and interests of the respective parties to the case.

17 **71.** For all the reasons set forth, U.S. Bank is entitled to a determination from this
18 Court, pursuant to NRS 40.010, that U.S. Bank is the beneficiary of a Deed of Trust that still
19 encumbers the Property as of the date of the court's determination, and that U.S. Bank's rights
20 under the Deed of Trust are superior in the chain of title to the interest of all Defendants.

21 **72.** In the alternative, if it is found under state law that U.S. Bank's interest could
22 have been extinguished by the HOA sale, for all the reasons set forth above, U.S. Bank is
23 entitled to a determination from this Court, pursuant to NRS 30.010 and NRS 40.010, that the
24 HOA Sale is unlawful and void and conveyed no legitimate interest to Buyer.

25 **73.** U.S. Bank has furthermore been required to retain counsel and is entitled to
26 recover reasonable attorney's fees for having brought the underlying action.

27 **SECOND CAUSE OF ACTION**

28 **(Preliminary and Permanent Injunctions versus Buyer and fictitious Defendants)**

1 **74.** U.S. Bank incorporates by reference the allegations of all previous paragraphs, as
2 if fully set forth herein.

3 **75.** As set forth above, Buyer may claim an ownership interest in the Property that is
4 adverse to U.S. Bank.

5 **76.** Any sale or transfer of the Property, prior to a judicial determination concerning
6 the respective rights and interests of the parties to the case, may be rendered invalid if U.S.
7 Bank's Deed of Trust still encumbered the Property in first position and was not extinguished
8 by the HOA Sale.

9 **77.** U.S. Bank has a reasonable probability of success on the merits of the
10 Complaint, for which compensatory damages will not compensate U.S. Bank for the irreparable
11 harm of the loss of title to a bona fide purchaser or loss of the first position priority status
12 secured by the Property.

13 **78.** U.S. Bank has no adequate remedy at law due to the uniqueness of the Property
14 involved in the case.

15 **79.** U.S. Bank is entitled to a preliminary and permanent injunction prohibiting
16 Buyer, its successors, assigns, and agents from conducting a sale, transfer or encumbrance of
17 the Property if Buyer or its transferee claims or will claim the sale, transfer or encumbrance to
18 be made free and clear of U.S. Bank's Deed of Trust.

19 **80.** U.S. Bank is entitled to a preliminary injunction requiring Buyer to pay all taxes,
20 insurance and homeowner's association dues during the pendency of this action.

21 **81.** U.S. Bank is entitled to a preliminary injunction requiring Buyer to segregate and
22 deposit all rents with the Court or a Court-approved trust account over which Buyer has no
23 control during the pendency of this action.

24 **82.** U.S. Bank is entitled to a mandatory injunction that the HOA and HOA Trustee
25 be compelled to deliver to the Clerk of the Court and deposit all funds collected at the HOA
26 Sale pending determination by the Court of the validity of the sale and the respective rights of
27 the parties to the sale proceeds.

28 **83.** U.S. Bank has been required to retain counsel to prosecute this action and is

entitled to recover reasonable attorney's fees to prosecute this action.

THIRD CAUSE OF ACTION

(Wrongful Foreclosure versus the HOA and fictitious Defendants)

84. U.S. Bank incorporates by reference the allegations of all previous paragraphs, as if fully set forth herein.

85. Upon information and belief, the HOA, the HOA Trustee, and all fictitious Defendants did not comply with all mailing and noticing requirements stated in NRS 116.31162 through NRS 116.31168.

86. The HOA, the HOA Trustee, and all fictitious Defendants failed to provide notice pursuant to the CC&Rs.

87. Because the HOA Sale was wrongfully conducted and should be set aside because the HOA or the HOA Trustee refused U.S. Bank's predecessor/servicer's tender and effectively deprived U.S. Bank the opportunity to cure the deficiency or default by way of payment of the HOA's assessments as required by the Nevada Statutes and due process.

88. Because the HOA Sale was not commercially reasonable, it was invalid, wrongful, and should be set aside.

89. Because the HOA, HOA Trustee, and fictitious Defendants' did not give U.S. Bank, or its agents, servicers or predecessors in interest, the proper, adequate notice and the opportunity to cure the deficiency or default in the payment of the HOA's assessments required by Nevada statutes, the CC&Rs and due process, the HOA Sale was wrongfully conducted and should be set aside.

90. As a proximate result of HOA, HOA Trustee, and fictitious Defendants' wrongful foreclosure of the Property by the HOA Sale, as more particularly set forth above and in the General Allegations, U.S. Bank has suffered general and special damages in an amount not presently known. U.S. Bank will seek leave of court to assert said amounts when they are determined.

91. If it is determined that U.S. Bank's Deed of Trust has been extinguished by the HOA Sale, as a proximate result of HOA, HOA Trustee, and fictitious Defendants' wrongful

1 foreclosure of the Property by the HOA Sale, U.S. Bank has suffered special damages in the
2 amount equal to the fair market value of the Property or the unpaid balance of the Borrower's
3 Loan, plus interest, at the time of the HOA Sale, whichever is greater, in an amount not
4 presently known. U.S. Bank will seek leave of court to assert said amounts when they are
5 determined.

6 **92.** U.S. Bank has been required to retain counsel to prosecute this action and is
7 entitled to recover reasonable attorney's fees to prosecute this action.

8 **FOURTH CAUSE OF ACTION**

9 **(Unjust Enrichment versus Buyer, HOA, and fictitious Defendants)**

10 **93.** U.S. Bank incorporates and re-alleges all previous paragraphs, as if fully set
11 forth herein.

12 **94.** U.S. Bank has been deprived of the benefit of its secured deed of trust by the
13 actions of Buyer, the HOA, the HOA Trustee and fictitious Defendants.

14 **95.** Buyer, the HOA and fictitious Defendants have benefitted from the unlawful
15 HOA Sale and nature of the real property.

16 **96.** Buyer, the HOA and fictitious Defendants have benefitted from U.S. Bank's
17 payment of taxes, insurance or homeowner's association assessments since the time of the HOA
18 Sale.

19 **97.** Should U.S. Bank's Complaint be successful in quieting title against Buyer and
20 setting aside the HOA Sale, Buyer and fictitious Defendants will have been unjustly enriched by
21 the HOA Sale and usage of the Property.

22 **98.** U.S. Bank will have suffered damages if Buyer, the HOA and fictitious
23 Defendants are allowed to retain their interests in the Property and the funds received from the
24 HOA Sale.

25 **99.** U.S. Bank will have suffered damages if Buyer, the HOA and fictitious
26 Defendants are allowed to retain their interests in the Property and U.S. Bank's payment of
27 taxes, insurance or homeowner's association assessments since the time of the HOA Sale.

28 **100.** U.S. Bank is entitled to general and special damages in excess of \$10,000.00.

101. U.S. Bank has furthermore been required to retain counsel and is entitled to recover reasonable attorney's fees for having brought the underlying action.

FIFTH CAUSE OF ACTION

(Breach of Contract versus the HOA and fictitious Defendants)

102. U.S. Bank incorporates by reference the allegations of all previous paragraphs, as if fully set forth herein.

103. U.S. Bank was an intended beneficiary of the HOA's CC&Rs.

104. The HOA, the HOA Trustee, and fictitious Defendants breached the obligations, promises, covenants and conditions of the CC&Rs owed to U.S. Bank by the circumstances under which they conducted the HOA Sale of the Property.

105. The HOA, the HOA Trustee, and fictitious Defendants' breaches of the obligations, promises, covenants and conditions of the CC&Rs proximately caused U.S. Bank general and special damages in an amount in excess of \$10,000.00.

106. U.S. Bank has been required to retain counsel to prosecute this action and is entitled to recover reasonable attorney's fees to prosecute this action.

SIXTH CAUSE OF ACTION

(Breach of the Covenant of Good Faith and Fair Dealing versus the HOA and the fictitious Defendants)

107. U.S. Bank incorporates by reference the allegations of all previous paragraphs, as if fully set forth herein.

108. Implicit in every contract in the state of Nevada is an implied covenant of good faith and fair dealing.

109. U.S. Bank was an intended beneficiary of the HOA's CC&Rs.

110. The HOA, the HOA Trustee, and fictitious Defendants breached the duties, obligations, promises, covenants and conditions, express and implied, in the CC&Rs owed to CHRISTIANA TRUST by the circumstances under which they conducted the HOA Sale of the Property.

111. The HOA, the HOA Trustee, and fictitious Defendants took affirmative action to

1 convey the Property a third party without disclosing the sale was subject to U.S. Bank's Deed of
2 Trust, in direct contravention of the HOA's duties to U.S. Bank as promised in the CC&Rs.

3 **112.** The HOA, the HOA Trustee, and fictitious Defendants' breaches of the
4 obligations, promises, covenants and conditions of the CC&Rs, and to act in good faith
5 regarding same, proximately caused U.S. Bank general and special damages in an amount in
6 excess of \$10,000.00.

7 **113.** U.S. Bank has been required to retain counsel to prosecute this action and is
8 entitled to recover reasonable attorney's fees to prosecute this action.

9
10 **PRAYER**

11 Wherefore, U.S. Bank prays for judgment against the Defendants, jointly and severally,
12 as follows:

- 13 1. For a declaration and determination that U.S. Bank's interest is secured against
14 the Property, and that U.S. Bank's first Deed of Trust was not extinguished by
15 the HOA Sale;
- 16 2. For a declaration and determination that U.S. Bank's interest is superior to the
17 interest of Buyer, and all fictitious Defendants;
- 18 3. For a declaration and determination that all transfers of title to the Property are
19 and were subject to U.S. Bank's Deed of Trust, and that the Deed of Trust
20 continues to encumber title in senior position in the chain of title;
- 21 4. For a declaration and determination that the HOA Sale was invalid to the extent
22 it purports to convey the Property free and clear to Buyer;
- 23 5. In the alternative, for a declaration and determination that the HOA Sale was
24 invalid and conveyed no right, title or interest to Buyer, or its encumbrancers,
25 successors and assigns;
- 26 6. For a preliminary and permanent injunction that Buyer, and its successors,
27 assigns, and agents are prohibited from conducting a sale or transfer of the
28 Property, or from encumbering the title to the Property;

7. For a preliminary injunction that Buyer, its successors, assigns, and agents pay all taxes, insurance and homeowner's association dues during the pendency of this action;
8. For a preliminary injunction that Buyer, its successors, assigns, and agents be required to segregate and deposit all rents with the Court or a Court-approved trust account over which Buyer has no control during the pendency of this action;
9. For a mandatory injunction that the HOA and/or the HOA Trustee be compelled to deliver to the Clerk of the Court and deposit all funds collected at the HOA Sale pending determination by the Court of the validity of the sale and the respective rights of the parties to the sale proceeds;
10. For general and special damages in excess of \$10,000.00;
11. For attorney's fees;
12. For costs of suit incurred herein, including post-judgment costs;
13. For any and all further relief deemed appropriate by this Court.

DATED this 8th day of May, 2018.

WRIGHT, FINLAY & ZAK, LLP

/s/ Jamie S. Hendrickson, Esq.

Regina A. Habermas, Esq.

Nevada Bar No. 8481

Jamie S. Hendrickson, Esq.

Nevada Bar No. 12770

7785 W. Sahara Avenue, Suite 200

Las Vegas, Nevada 89117

Attorneys for Plaintiff/Counter-Defendant, U.S. Bank, National Association as Trustee for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2005-A8

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CERTIFICATE OF SERVICE

Pursuant to N.R.C.P. 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK, LLP, and that on this 8th day of May, 2018, I did cause a true copy of the foregoing **FIRST AMENDED COMPLAINT** to be e-filed and e-served through the Eighth Judicial District EFP system pursuant to NEFCR 9.

KIM GILBERT EBRON
Diana S. Ebron, Esq.: diana@kgelegal.com

/s/ Dekova Huckaby
An Employee of WRIGHT, FINLAY & ZAK, LLP

Exhibit 1

Exhibit 1

Exhibit 1

20050523-0004227

APN: 125-18-112-069

ESCROW NUMBER: NV204-427598

RPTT: 1,356.60

Recording Requested by:
NORTH AMERICAN TITLE COMPANY

Please mail tax statements to:

When recorded please mail to:

Henry E. Ivy
1668 Marble Dr

Las Vegas, NM 89149 33

Fee: \$17.00 RPTT: \$1,356.60
N/C Fee: \$0.00

05/23/2005 14:40:47
T20050095701

Requestor:
NORTH AMERICAN TITLE COMPANY

Frances Deane ADF
Clark County Recorder Pas. 4

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That

GREYSTONE NEVADA LLC., A DELAWARE LIMITED LIABILITY COMPANY

In consideration of \$10.00 and other valuable consideration, the receipt of which hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to:

Henry E. Ivy and Freddie S Ivy, husband and
wife with rights of survivorship

all that real property situated in the County of CLARK, State of NEVADA, bounded and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR THE
COMPLETE LEGAL DESCRIPTION

- Subject to:
1. Taxes for the fiscal year 20 04 - 2005.
 2. Conditions, covenants, restrictions, reservations, rights, rights of way now of record, if any.

Together with all tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversions, remainder and remainders, rents, issues of profits thereof.

Dated this 17th day of May, 20 05.

GREYSTONE NEVADA LLC., A
Delaware Limited Liability Company
BY: Greystone Homes of Nevada, Inc., a
Delaware Corporation

[Signature]
by: Tim Kent, Authorized Agent

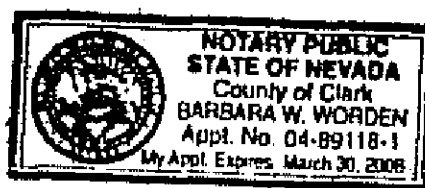
State of Nevada
County of Clark

On May 17, 2008 before me, the undersigned, a Notary Public in and for said County and State, personally appeared TIM KENT, AUTHORIZED AGENT FOR GREYSTONE HOMES OF NEVADA, INC. A DELAWARE CORPORATION personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that be his/her/their signature (s) on the instrument the person (s), or WITNESS my and official seal.



(Notary Public)

My Commission Expires: 3-30-2008



File No.: NV204-04275GRY

EXHIBIT A**PARCEL ONE (1):**

LOT 139 IN BLOCK B OF ANTELOPE - UNIT 1 (A COMMON INTEREST COMMUNITY) AS SHOWN BY MAP THEREOF ON FILE IN BOOK 115 OF PLATS, PAGE 89, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

RESERVING THEREFROM A NON-EXCLUSIVE EASEMENT OF ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN, TO AND OVER THE ASSOCIATION PROPERTY AS DELINEATED ON THE PLAT MAP REFERRED TO ABOVE AND FURTHER DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANTELOPE HOMEOWNERS ASSOCIATION RECORDED JUNE 23, 2004 IN BOOK 20040623 AS DOCUMENT NO. 2016 OF OFFICIAL RECORDS.

PARCEL TWO (2):

A NON-EXCLUSIVE EASEMENT OF ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN, TO AND OVER THE ASSOCIATION PROPERTY AS DELINEATED ON THE PLAT MAP AND FURTHER DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANTELOPE - UNIT 1 RECORDED JUNE 23, 2004 IN BOOK 20040623 AS DOCUMENT NO. 2016 AND AS THE SAME MAY FROM TIME TO TIME BE AMENDED AND/OR SUPPLEMENTED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, WHICH EASEMENT IS APPURTENANT TO PARCEL ONE (1).

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

a) 125-18-112-069
b) _____
c) _____
d) _____

2. Type of Property:

a) ☐ Vacant Land b) ☒ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____
Date of Recording: _____
Notes: _____

3. Total Value/Sales Price of Property

Deed in Lieu of Foreclosure Only (value of property) \$ 265,999.00

Transfer Tax Value: _____

Real Property Transfer Tax Due \$ 1,356.60

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature]

Capacity Authorized Agent

Signature [Signature]

Capacity Individual

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

Print Name: Greystone Nevada LLC
Address: 3765 East Sunset Road
City: Las Vegas
State: Nevada Zip: 89120

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: Harry E. J. [Signature]
Address: 7600 S. Durango Drive #1095
City: LAS VEGAS
State: NEVADA Zip: 89139

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: North American Title Company
Address: 4955 S. Durango Drive Ste 111
City: Las Vegas

Escrow #: NV 204-4275924
State: Nevada Zip: 89113

AN ADDITIONAL RECORDING FEE OF \$1.00 WILL APPLY FOR EACH DECLARATION OF VALUE FORM PRESENTED TO CLARK COUNTY, EFFECTIVE JUNE 1, 2004.

Exhibit 2

Exhibit 2

Exhibit 2

20050523-0004228

Assessor's Parcel Number:

125-18-112-069

Return To: Universal American Mortgage Company, LLC
Secondary Marketing Ops
311 Park Place Blvd, Suite 500
Clearwater, FL 33759-3999

Prepared By: Nancy Sykora

Universal American Mortgage Company, LLC
3765 East Sunset Road Suite B1
LAS VEGAS, NEVADA 89120

Recording Requested By:

Nancy Sykora

Universal American Mortgage Company, LLC
3765 East Sunset Road Suite B1
LAS VEGAS, NEVADA 89120

204-04275 GRY

[Space Above This Line For Recording Data]

Fee: \$35.00

N/C Fee: \$25.00

05/23/2005

14:40:47

T20050095701

Requestor:

NORTH AMERICAN TITLE COMPANY

Frances Deane

ADF

Clark County Recorder

Pos: 22

Loan # 0006650683

DEED OF TRUST

A1918

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **May 13, 2005** together with all Riders to this document.

(B) "Borrower" is **HENRY E IVY AND FREDDIE S IVY, HUSBAND AND WIFE**

With Rights of Survivorship

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **Universal American Mortgage Company, LLC**

Lender is a **limited liability company** organized and existing under the laws of **Florida**

NEVADA-Single Family-Fannie Mac/Freddie Mac UNIFORM INSTRUMENT

Form 3029 1/01

VMP-6(NV) (0307)

Page 1 of 15

Initials: *7/21. LLD*

VMP Mortgage Solutions (800)521-7291

Loan # 0006650683

A1918

Lender's address is **700 NW 107th Avenue 3rd Floor, Miami, FL 33172-3139**

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is **Stewart Title Company**(E) "Note" means the promissory note signed by Borrower and dated **May 13, 2005**The Note states that Borrower owes Lender **Two Hundred Twelve Thousand Seven Hundred Fifty and 00/100** Dollars(U.S. \$ **212,750.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **June 01, 2035**

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input checked="" type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.


(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard

 -6(NV) (0307)

Page 2 of 15

Initials: 

Form 3029 1/01

Loan # 0006650683

A1918

to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

County of **CLARK** ;
 [Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Parcel ID Number: **125-18-112-069**
7868 MARBLE DOE STREET
LAS VEGAS

which currently has the address of
 [Street]
 [City], Nevada **89149** [Zip Code]

("Property Address"):


TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items

 -6(NV) (0307)

Page 3 of 15

Initials: 

Form 3029 1/01

Loan # 0006650683

A1918

pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

-6(NV) (0307)

Page 4 of 15

Initials: 

Form 3029 1/01

Loan # 0006650683

A1918

in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.


The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

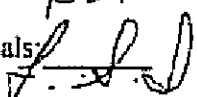
Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

 -6(NV) (0307)

Page 5 of 15

721
Initials  Form 3029 1/01

Loan # 0006650683

A1918

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.


Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

 -6(NV) (0307)

Page 6 of 15

Initials: 

Form 3029 1/01

Loan # 0006650683

A1918

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

VMF-6(NV) (0307)

Page 7 of 15

Initials

JLH
JLH

Form 3029 1/01

Loan # 0006650683

A1918

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

VMP-6(NV) (0307)

Page 8 of 15

Initials: 

Form 3029 1/01

Loan # 0006650683

A1918

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

VMD -6(NV) (0307)

Page 9 of 15

Initials

Form 3029 1/01

Loan # 0006650683

A1918

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"); (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

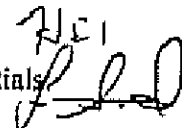
If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

 -6(NV) (0307)

Page 10 of 15

Initials



Form 3029 1/01

Loan # 0006650683

A1918

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be

VME-6(NV) (0307)

Page 11 of 15

Initials

Form 3029 1/01

Loan # 0006650683

A1918


one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

 -6(NV) (0307)

Page 12 of 15

Initials: 

Form 3029 1/01

Loan # 0006650683

A1918

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, and without further demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ **0.00**

-6(NV) (0307)

Page 13 of 15

Initials:

Form 3029 1/01

A1918

Witnesses:

Henry E. Ivy (Seal)
HENRY E. IVY -Borrower

Freddie S. Ivy (Seal)
FREDDIE S IVY -Borrower

____ (Seal)
-Borrower

-Borrower

_____ (Seal)
-Borrower

____ (Seal)
-Borrower

-Borrower

____ (Seal)
-Borrower

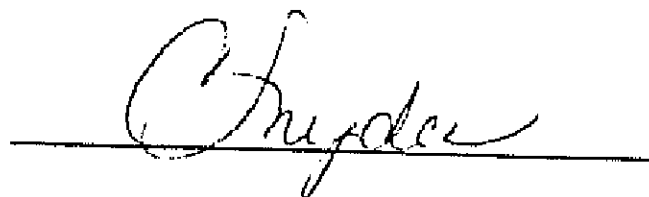
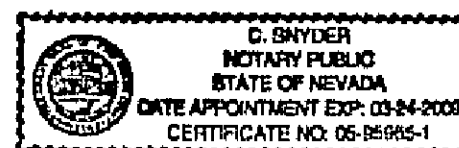
Form 3029 1/01

Loan # 0006650683

A1918

STATE OF NEVADA
COUNTY OF*Clark*This instrument was acknowledged before me on
HENRY E IVY, FREDDIE S IVY*5/18/05*

by

Mail Tax Statements To:
Universal American Mortgage Company, LLC
Loan Servicing Department
700 NW 107th Avenue 3rd Floor, Miami, FL 33172-3139

-6(NV) (0307)

Page 15 of 15

7/18/05
Initials: *HEI*

Form 3029 1/01

File No.: NV204-04275GRY

EXHIBIT A

PARCEL ONE (1):

LOT 139 IN BLOCK B OF ANTELOPE - UNIT 1 (A COMMON INTEREST COMMUNITY) AS SHOWN BY MAP THEREOF ON FILE IN BOOK 115 OF PLATS, PAGE 89, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

RESERVING THEREFROM A NON-EXCLUSIVE EASEMENT OF ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN, TO AND OVER THE ASSOCIATION PROPERTY AS DELINEATED ON THE PLAT MAP REFERRED TO ABOVE AND FURTHER DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANTELOPE HOMEOWNERS ASSOCIATION RECORDED JUNE 23, 2004 IN BOOK 20040623 AS DOCUMENT NO. 2016 OF OFFICIAL RECORDS.

PARCEL TWO (2):

A NON-EXCLUSIVE EASEMENT OF ACCESS, INGRESS, EGRESS, USE AND ENJOYMENT OF, IN, TO AND OVER THE ASSOCIATION PROPERTY AS DELINEATED ON THE PLAT MAP AND FURTHER DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANTELOPE - UNIT 1 RECORDED JUNE 23, 2004 IN BOOK 20040623 AS DOCUMENT NO. 2016 AND AS THE SAME MAY FROM TIME TO TIME BE AMENDED AND/OR SUPPLEMENTED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, WHICH EASEMENT IS APPURTENANT TO PARCEL ONE (1).

Loan # 0006650683

C06D057

ADJUSTABLE RATE RIDER

(LIBOR Six-Month Index (As Published by the Wall Street Journal) - Rate Caps Accrued Interest Only for Fixed Rate Period)

THIS ADJUSTABLE RATE RIDER is made this 13th day of May, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note ("the Note") to Universal American Mortgage Company, LLC, a Florida limited liability company ("Lender") of the same date and covering the property described in the Security Instrument and located at:

7868 MARBLE DOE STREET, LAS VEGAS, NEVADA 89149

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an Initial interest rate of 5.500%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of December, 2005 and on that day every six months thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market as published by the Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, or is no longer published, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two percentage points (2.000%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4 (D) below, this rounded amount will be my new interest rate until the next Change Date.

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Page 1 of 3

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Revision 02/25/04

Loan # 0006650683

C06D057

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 5.500 % or less than 5.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than Zero percentage points (0.000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 12.000 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

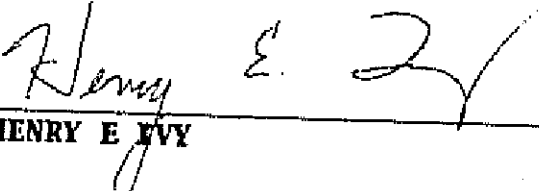
To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

Loan # 0006650683

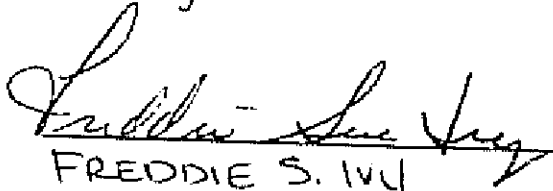
C06D057

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.


HENRY E IVY (Seal)
Borrower

FREDDIE S IVY (Seal)
Borrower


FREDDIE S. IVY (Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

[Sign Original Only]

Loan # 0006650683

3150/FNMA

MIN #

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **13th** day of **May, 2005**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **Universal American Mortgage Company, LLC, a Florida limited liability company**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: **7868 MARBLE DOE STREET, LAS VEGAS, NEVADA 89149**

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in **Declaration of Restrictions and Protective Covenants, as recorded in, OF RECORD**

(the "Declaration"). The Property is a part of a planned unit development known as **ANTELOPE- UNIT 1**

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:


A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

MERS Phone: (888) 679-6377

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01

Page 1 of 3

Initials: _____

 -7R (0411)

VMP Mortgage Solutions, Inc. (800) 521-7291

Loan # 0006650683

3150/FNMA

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

VMP-7R (0411)

Page 2 of 3


Initials: _____

Form 3150 1/01

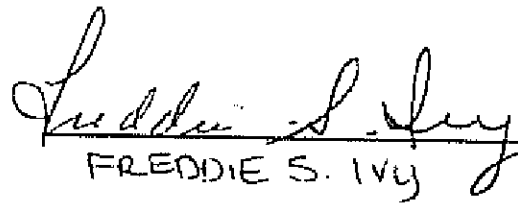
Loan # 0006650683

3150/FNMA

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.


HENRY E. IVY (Seal)
-Borrower

FREDDIE S. IVY (Seal)
-Borrower


FREDDIE S. IVY (Seal)
-Borrower


(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

 -7R (0411)

Page 3 of 3

Form 3150 1/01

Exhibit 3

Exhibit 3

Exhibit 3

Inst #: 200911120004474
 Fees: \$14.00
 N/C Fee: \$0.00
 11/12/2009 03:00:22 PM
 Receipt #: 125960
 Requestor:
 JONES LEGAL SERVICES
 Recorded By: BGN Pgs: 1
 DEBBIE CONWAY
 CLARK COUNTY RECORDER

When recorded return to:

ALESSI & KOENIG, LLC
 9500 W. Flamingo Rd., Suite 100
 Las Vegas, Nevada 89147
 Phone: (702) 222-4033

A.P.N. 125-18-112-069

Trustee Sale # 18842-7868

NOTICE OF DELINQUENT ASSESSMENT (LIEN)

In accordance with Nevada Revised Statutes and the Association's Declaration of Covenants, Conditions and Restrictions (CC&Rs) of the official records of **Clark** County, Nevada, **Antelope Homeowners Association HOA** has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as **7868 Marbledoe Ct. , Las Vegas, NV 89149** and more particularly legally described as: **Lot 139 Block B Book 115 Page 89** in the County of **Clark**.

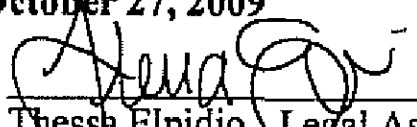
The owner(s) of record as reflected on the public record as of today's date is (are): **Henry & Freddie Ivy**

The mailing address(es) is: **7868 Marbledoe Ct., Las Vegas, NV 89149**

The total amount due through today's date is: **\$692.36**. Of this total amount **\$642.36** represent Collection and/or Attorney fees and **\$50.00** represent collection costs, late fees, service charges and interest. Note: Additional monies shall accrue under this claim at the rate of the claimant's regular monthly or special assessments, plus permissible late charges, costs of collection and interest, accruing subsequent to the date of this notice.

Date: **October 27, 2009**

By:


 Thessa Elpidio - Legal Assistant

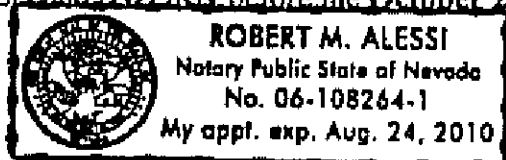
Alessi & Koenig, LLC on behalf of **Antelope Homeowners Association**

State of Nevada

County of Clark

SUBSCRIBED and SWORN before me **October 27, 2009**

(Seal)



(Signature)



NOTARY PUBLIC

Exhibit 4

Exhibit 4

Exhibit 4

Inst #: 201010190001557

Fees: \$15.00

N/C Fee: \$0.00

10/19/2010 11:25:47 AM

Receipt #: 545547

Requestor:

CAMCO

Recorded By: SCA Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

Return to:

Attn: Kelly Mitchell

ANTELOPE HOA

PO Box 12117

Las Vegas, NV 89112

APN # 125-18-112-069

NOTICE OF DELINQUENT VIOLATION LIEN

This **NOTICE OF DELINQUENT VIOLATION** is being given pursuant to N.R.S. 117.70 et seq. or N.R.S. 116.3115 et. Seq. and N.R.S. 116.3116 through 116.31168 et. Seq. and the provisions of the Declaration of Covenants, Conditions and Restrictions (CC&Rs) of the Homeowners Association as follows:

Association Claimant: **ANTELOPE HOA**Declarations of CC&Rs recorded **6/23/04** Instrument No:0002016Book No.:**20040623**, Page No:___ County of CLARK, and any and all amendments or annexations of record thereto.

The description of the common interest development unit against which this notice is being recorded is as follows: Legal Unit No.: **7868 Marbledoe St. Antelope-Unit 1, Plat Book 115, Page 89, Lot 139, Block B**

The reputed owner is: Henry & Freddie Ivy

Common address: 7868 Marbledoe St. Las Vegas, NV 89149

Owner's mailing address: 14389 Madonna Ct. Magalia, CA 95954

DELINQUENCY FOR ACCT #111931

Total Amount due as of 10/5/10	\$3,010.00
--------------------------------	------------

Additional monies shall accrue under this claim at the rate of the claimant's periodic violations, plus permissible late charges, costs of collection and interest and other charges, if any, that shall accrue subsequent to the date of this notice.

The acting agency for enforcement on this lien is:

ANTELOPE HOA

C/O CAMCO
PO BOX 12117
LAS VEGAS NV 89112
(702) 531-3382

DATED: 10/5/2010

Nelda Mitaly
NELDA MITALY, HOA Account Manager

STATE OF NEVADA
COUNTY OF CLARK

On 10/5/10 before me, the undersigned, a Notary Public in and for said county, personally appeared, NELDA MITALY personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within Instrument and acknowledged to me that he/she executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the Instrument.

WITNESS my hand and official seal.

Kelly Mitchell
KELLY MITCHELL, Notary Public



Exhibit 5

Exhibit 5

Exhibit 5

Inst #: 201102170001289

Fees: \$14.00

N/C Fee: \$0.00

02/17/2011 09:33:20 AM

Receipt #: 680059

Requestor:

ALESSI & KOENIG LLC (JUNES

Recorded By: KXC Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

When recorded mail to:

THE ALESSI & KOENIG, LLC
9500 West Flamingo Rd., Ste 100
Las Vegas, Nevada 89147
Phone: 702-222-4033


A.P.N. 125-18-112-069

Trustee Sale No. 18842-7868

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOMEOWNERS ASSOCIATION LIEN

WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE! You may have the right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. The sale may not be set until ninety days from the date this notice of default recorded, which appears on this notice. The amount due is **\$2,522.33** as of **January 7, 2011** and will increase until your account becomes current. To arrange for payment to stop the foreclosure, contact: **Antelope Homeowners Association, c/o Alessi & Koenig, 9500 W. Flamingo Rd, Ste 100, Las Vegas, NV 89147.**

THIS NOTICE pursuant to that certain Assessment Lien, recorded on **November 12, 2009** as document number **0004474**, of Official Records in the County of **Clark**, State of Nevada. Owner(s): **Henry & Freddie Ivy, of Lot 139 Block B**, as per map recorded in Book **115**, Pages **89**, as shown on the Condominium Plan, Recorded on as document number **Pending** as shown on the Subdivision map recorded in Maps of the County of **Clark**, State of Nevada. PROPERTY ADDRESS: **7868 Marbledoe Ct., Las Vegas, NV 89149**. If you have any questions, you should contact an attorney. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. **REMEMBER YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.** NOTICE IS HEREBY GIVEN THAT The Alessi & Koenig is appointed trustee agent under the above referenced lien, dated **November 12, 2009**, executed by **Antelope Homeowners Association** to secure assessment obligations in favor of said Association, pursuant to the terms contained in the Declaration of Covenants, Conditions, and Restrictions (CC&Rs). A default in the obligation for which said CC&Rs has occurred in that the payment(s) have not been made of homeowners assessments due from and all subsequent assessments, late charges, interest, collection and/or attorney fees and costs. Dated: **January 7, 2011**



Naomi Eden, Alessi & Koenig, LLC on behalf of **Antelope Homeowners Association**

Exhibit 6

Exhibit 6

Exhibit 6

Inst #: 201108110003087

Fees: \$14.00

N/C Fee: \$0.00

08/11/2011 09:59:58 AM

Receipt #: 875604

Requestor:

ALESSI & KOENIG LLC (JUNES

Recorded By: CDE Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 205
Las Vegas, NV 89147
Phone: 702-222-4033

APN: 125-18-112-069

TSN 18842-7868

NOTICE OF TRUSTEE'S SALE

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL The Alessi & Koenig at 702-222-4033. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

NOTICE IS HEREBY GIVEN THAT:

On September 14, 2011, Alessi & Koenig as duly appointed Trustee pursuant to a certain lien, recorded on November 12, 2009, as instrument number 0004474, of the official records of Clark County, Nevada, WILL SELL THE BELOW MENTIONED PROPERTY TO THE HIGHEST BIDDER FOR LAWFUL MONEY OF THE UNITED STATES, OR A CASHIERS CHECK at: 4:00 P.M. at 930 S. 4th Street, Las Vegas Nevada 89101.

The street address and other common designation, if any, of the real property described above is purported to be: 7868 Marbledoe Ct., Las Vegas, NV 89149. The owner of the real property is purported to be: Henry & Freddie Ivy

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designations, if any, shown herein. Said sale will be made, without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to pay the remaining principal sum of a note, homeowner's assessment or other obligation secured by this lien, with interest and other sum as provided therein: plus advances, if any, under the terms thereof and interest on such advances, plus fees, charges, expenses, of the Trustee and trust created by said lien. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$3,798.39. Payment must be in cash, a cashier's check drawn on a state or national bank, a check drawn by a state bank or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state.

Date: June 20, 2011



By: Branko Jestic on behalf of Antelope Homeowners Association

Exhibit 7

Exhibit 7

Exhibit 7

Inst #: 201204160000922
Fees: \$17.00
N/C Fee: \$0.00
04/16/2012 09:12:04 AM
Receipt #: 1130892
Requestor:
ALESSI & KOENIG LLC (JUNES
Recorded By: RNS Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 205
Las Vegas, NV 89147
Phone: 702-222-4033

APN: 125-18-112-069

TSN 18842-7868

NOTICE OF TRUSTEE'S SALE

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL Alessi & Koenig at 702-222-4033. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

NOTICE IS HEREBY GIVEN THAT:

On May 9, 2012, Alessi & Koenig as duly appointed Trustee pursuant to a certain lien, recorded on November 12, 2009, as instrument number 0004474, of the official records of Clark County, Nevada, WILL SELL THE BELOW MENTIONED PROPERTY TO THE HIGHEST BIDDER FOR LAWFUL MONEY OF THE UNITED STATES, OR A CASHIERS CHECK at: 2:00 p.m., at 9500 W. Flamingo Rd., Suite #205, Las Vegas, NV 89147 (Alessi & Koenig, LLC Office Building, 2nd Floor)

The street address and other common designation, if any, of the real property described above is purported to be: 7868 Marbledoe Ct., Las Vegas, NV 89149. The owner of the real property is purported to be: HENRY E & FREDDIE S IVY

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designations, if any, shown herein. Said sale will be made, without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to pay the remaining principal sum of a note, homeowner's assessment or other obligation secured by this lien, with interest and other sum as provided therein: plus advances, if any, under the terms thereof and interest on such advances, plus fees, charges, expenses, of the Trustee and trust created by said lien. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$4,161.61. Payment must be in cash, a cashier's check drawn on a state or national bank, a check drawn by a state bank or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state.

Date: April 4, 2012



By: Ryan Kerbow, Esq. of Alessi & Koenig LLC on behalf of Antelope Homeowners Association

Exhibit 8

Exhibit 8

Exhibit 8

Inst #: 201207020001432

Fees: \$17.00

N/C Fee: \$0.00

07/02/2012 01:57:36 PM

Receipt #: 1219673

Requestor:

ALESSI & KOENIG LLC

Recorded By: GILKS Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 205
Las Vegas, NV 89147
Phone: 702-222-4033

APN: 125-18-112-069

TSN 18842-7868

NOTICE OF TRUSTEE'S SALE

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL Alessi & Koenig at 702-222-4033. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

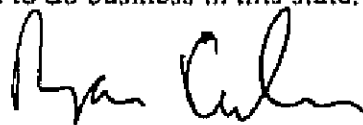
NOTICE IS HEREBY GIVEN THAT:

On July 25, 2012, Alessi & Koenig as duly appointed Trustee pursuant to a certain lien, recorded on November 12, 2009, as instrument number 0004474, of the official records of Clark County, Nevada, WILL SELL THE BELOW MENTIONED PROPERTY TO THE HIGHEST BIDDER FOR LAWFUL MONEY OF THE UNITED STATES, OR A CASHIERS CHECK at: 2:00 p.m., at 9500 W. Flamingo Rd., Suite #205, Las Vegas, Nevada 89147 (Alessi & Koenig, LLC Office Building, 2nd Floor)

The street address and other common designation, if any, of the real property described above is purported to be: 7868 Marbledoe Ct., Las Vegas, NV 89149. The owner of the real property is purported to be: HENRY E & FREDDIE S IVY

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designations, if any, shown herein. Said sale will be made, without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to pay the remaining principal sum of a note, homeowner's assessment or other obligation secured by this lien, with interest and other sum as provided therein: plus advances, if any, under the terms thereof and interest on such advances, plus fees, charges, expenses, of the Trustee and trust created by said lien. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$5,071.87. Payment must be in cash, a cashier's check drawn on a state or national bank, a check drawn by a state bank or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state.

Date: June 7, 2012



By: Ryan Kerbow, Esq. of Alessi & Koenig LLC on behalf of Antelope Homeowners Association

Exhibit 9

Exhibit 9

Exhibit 9

Inst #: 201208030003275
 Fees: \$17.00 N/C Fee: \$0.00
 RPTT: \$30.60 Ex: #
 08/03/2012 03:46:48 PM
 Receipt #: 1259901
 Requestor:
 ALESSI & KOENIG LLC
 Recorded By: COJ Pgs: 2
 DEBBIE CONWAY
 CLARK COUNTY RECORDER

When recorded mail to and
 Mail Tax Statements to:
SFR Investments Pool I, LLC
 2920 N. Green Valley Parkway
 Building 5, St 525
 Henderson, NV 89014

A.P.N. No.125-18-112-069

TS No. 18842-7868

TRUSTEE'S DEED UPON SALE

The Grantee (Buyer) herein was: **SFR Investments Pool I, LLC**
 The Foreclosing Beneficiary herein was: **Antelope Homeowners Association**
 The amount of unpaid debt together with costs (Real Property Transfer Tax Value): **\$5,950.00**
 The amount paid by the Grantee (Buyer) at the Trustee's Sale: **\$5,950.00**
 The Documentary Transfer Tax: **\$30.60**
 Property address: **7868 Marbledoe Ct., Las Vegas, NV 89149**
 Said property is in [] unincorporated area: **City of Las Vegas**
 Trustor (Former Owner that was foreclosed on): **HENRY E & FREDDIE S IVY**

Alessi & Koenig, LLC (herein called Trustee), as the duly appointed Trustee under that certain Notice of Delinquent Assessment Lien, recorded November 12, 2009 as instrument number 0004474, in Clark County, does hereby grant, without warranty expressed or implied to: **SFR Investments Pool I, LLC** (Grantee), all its right, title and interest in the property legally described as: **Lot 139 Block B**, as per map recorded in Book 115, Pages 89 as shown in the Office of the County Recorder of Clark County Nevada.

TRUSTEE STATES THAT:

This conveyance is made pursuant to the powers conferred upon Trustee by NRS 116 et seq., and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the office of the recorder of said county. All requirements of law regarding the mailing of copies of notices and the posting and publication of the copies of the Notice of Sale have been complied with. Said property was sold by said Trustee at public auction on July 25, 2012 at the place indicated on the Notice of Trustee's Sale.

Ryan Kerbow, Esq.

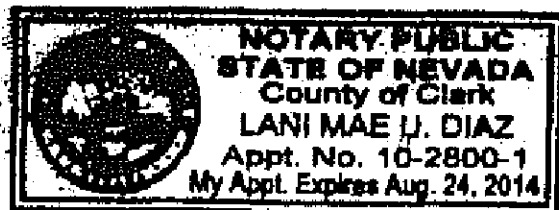
Signature of AUTHORIZED AGENT for Alessi&Koenig, LLC

State of Nevada)
 County of Clark)

SUBSCRIBED and SWORN to before me

WITNESS my hand and official seal.

(Seal)



(Signature)

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

a. 125-18-112-069
b. _____
c. _____
d. _____

2. Type of Property:

a. ☐ Vacant Land b. ☒ Single Fam. Res.
c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
g. ☐ Agricultural h. ☐ Mobile Home
☐ Other

FOR RECORDERS OPTIONAL USE ONLY
Book _____ Page: _____
Date of Recording: _____
Notes: _____

3.a. Total Value/Sales Price of Property \$ 5,950.00
b. Deed in Lieu of Foreclosure Only (value of property (_____))
c. Transfer Tax Value: \$ 5,950.00
d. Real Property Transfer Tax Due \$ 30.60

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature  Capacity: Grantor

Signature _____ Capacity: _____

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

Print Name: Alessi&Koenig, LLC
Address: 9500 W Flamingo 205
City: Las Vegas
State: NV Zip: 89147

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: SFR Investments Pool I, LLC
Address: 2920 N.Green Valley, Buil 5, #525
City: Henderson
State: NV Zip: 89014

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)

Print Name: Alessi&Koenig, LLC
Address: 9500 W Flamingo 205
City: Las Vegas

Escrow # N/A Foreclosure
State: NV Zip: 89147

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Exhibit 10

Exhibit 10

Exhibit 10



20040623-0002016

Fee \$72.00

06/23/2004 10:37:00 T20040043959

Req: NORTH AMERICAN TITLE COMPANY

Frances Deane

Clark County Recorder - Pos: 59

APN: 125-18-112-00544008
079 thru 098
107 thru 118

WHEN RECORDED RETURN TO:

SANTORO, DRIGGS, WALCH,
KEARNEY, JOHNSON & THOMPSON
400 S. Fourth Street, Third Floor
Las Vegas, Nevada 89101
Attention: David G. Johnson, Esq.

59

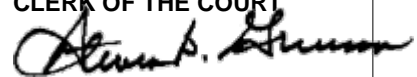
**DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
ANTELOPE HOMEOWNERS' ASSOCIATION**

to any declaration of homestead, and except as provided in Section 5.08 hereof, such lien shall survive and not be affected by the conveyance of the Lot subject to the delinquent Assessment to a third-party purchaser. Such lien shall be created in accordance with NRS § 116.3116 and shall be foreclosed in the manner provided for in NRS § 116.31162-116.31168 as is now or hereafter may be in effect. A certificate executed and acknowledged by any two (2) members of the Board stating the indebtedness secured by such lien shall be conclusive upon the Association as to the amount of such indebtedness as of the date of the certificate in favor of all Persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee not to exceed Ten Dollars (\$10.00). In addition to foreclosure of the Assessment lien, the Association may, but is not obligated to, bring an action to recover judgment against the Member personally obligated to pay the delinquent regular or special Assessment after having provided to that Member thirty (30) days' written notice of the delinquency. The Board may suspend the voting rights in the Association and right to use any of the recreational facilities of the Common Area of any Owner during any period any Assessment due from such Owner is unpaid. Assessments may be payable in installments; but a lien in the full amount of the Assessment shall be a lien against the Lot from the time the first installment becomes due. In the event an Assessment is past due more than fifteen (15) days, the Board may declare immediately due and payable the total amount assessed against the Owner and the Lot for that fiscal year. The Association may foreclose a lien by sale for the failure to pay Assessments as provided in the Act.

5.08 Mortgage Protection. Notwithstanding any other provision of this Declaration, no lien created under this Article V or under any other Article of this Declaration; nor any lien arising by reason of any breach of this Declaration; nor the enforcement of any provision of this Declaration, shall defeat or render invalid the rights of the beneficiary under any Recorded Mortgage of first and senior priority now or hereafter upon a Lot, made in good faith and for value, perfected before the date on which the Assessment sought to be enforced became delinquent. However, after the foreclosure of any such first Mortgage, such Lot shall remain subject to this Declaration and shall be liable for all regular Assessments and all special Assessments levied subsequent to the date six (6) months prior to the institution of an action to foreclose on any such first Mortgage.

5.09 Effect of Amendments on Mortgages. Notwithstanding the provisions of Section 10.03 hereof, no amendment of Section 5.08 of this Declaration shall affect the rights of any beneficiary whose Mortgage has senior priority as provided in Section 5.08 and who does not join in the execution thereof, provided that its Mortgage is Recorded in the real property records of Clark County, Nevada, prior to the Recordation of such amendment; provided, however, that after foreclosure or conveyance in lieu of foreclosure, the property that was subject to such Mortgage shall be subject to such amendment.

5.10 Annual Assessments Paid By Declarant. Declarant shall pay all Assessments on all Lots owned by Declarant (but not on any Lots in any Annexable Area until both of the following shall occur: (a) such Annexable Area is actually annexed to and becomes a part of the Property; and (b) the first day of the month following the close of the first sale



ANAC
DIANA S. EBRON, ESQ.
Nevada Bar No. 10580
E-mail: diana@kgelegal.com
JACQUELINE A. GILBERT, ESQ.
Nevada Bar No. 10593
E-mail: jackie@kgelegal.com
KAREN L. HANKS, ESQ.
Nevada Bar No. 9578
E-mail: karen@kgelegal.com
KIM GILBERT EBRON
fka Howard Kim & Associates
7625 Dean Martin Drive, Suite 110
Las Vegas, Nevada 89139
Telephone: (702) 485-3300
Facsimile: (702) 485-3301
Attorneys for SFR Investments Pool 1, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

U.S. BANK, NATIONAL ASSOCIATION AS
TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-A8,

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company;
ANTELOPE HOMEOWNERS'
ASSOCIATION, a Nevada non-profit
corporation; DOE INDIVIDUALS I through
X, inclusive; and ROE CORPORATIONS I
through X, inclusive,

Defendants.

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company,

Counter/Cross Claimant,

vs.

U.S. BANK, NATIONAL ASSOCIATION AS
TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-A8;

Case No. A-16-739867-C

Dept. No. XXXI

**SFR INVESTMENTS POOL 1, LLC'S
ANSWER TO FIRST AMENDED
COMPLAINT**

Arbitration Exemptions:

- 1. Action for Declaratory Relief**
- 2. Action Concerning Real Property**

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., a
Delaware corporation, as nominee beneficiary
for UNIVERSAL AMERICAN MORTGAGE
COMPANY, LLC. a foreign limited liability
company; HENRY E. IVY, an individual; and
FREDDIE S. IVY, an individual,

Counter/Cross Defendants.

SFR INVESTMENTS POOL 1, LLC (“SFR”) answers U.S. BANK, NATIONAL
ASSOCIATION AS TRUSTEE FOR MERRILL LYNCH MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2005-A8’s (“U.S. Bank” or
“the Bank”) First Amended Complaint as follows: *(SFR hereby incorporates by reference its
Answer, Affirmative Defenses, Counterclaim and Cross-Claim filed on October 19, 2016 as if
fully reiterated here.)*

INTRODUCTION

1. The allegations in paragraph 1 of the First Amended Complaint call for a legal conclusion
to which no response is required. The statute referenced in paragraph 1 speaks for itself and SFR
denies any allegation inconsistent with said statute.

2. In answering paragraph 2, SFR admits that the property located at **7868 Marbledoe
Street, Las Vegas, NV 89149; Parcel No. 125-18-112-069** (the “Property”) is the subject
property of this litigation.

JURISDICTION AND VENUE

3. The allegations in paragraph 3 of the First Amended Complaint call for a legal conclusion
to which no response is required. To the extent a response is required, SFR admits that jurisdiction
and venue are proper.

PARTIES

4. In answering paragraph 4 of the First Amended Complaint, SFR admits, upon information
and belief, U.S. Bank is a national banking association with its main office in the State of Ohio.

5. The Note and the document referred to as “Deed of Trust” referenced in paragraph 5 of the
First Amended Complaint speak for themselves, and SFR denies any allegations inconsistent with
said documents. To the extent paragraph 5 alleges that Henry E. Ivy and Freddie S. Ivy (“the

Ivys”) were the title owners of record of the Property at times prior to the Association foreclosure sale, SFR, upon information and belief, admits the allegations in paragraph 5. SFR denies that the document referred to as “Deed of Trust” continues to encumber the Property as it was extinguished on July 25, 2012 at the Association Foreclosure Sale. SFR denies that the document referred to as “Deed of Trust” continues to encumber the Property as it was extinguished on July 25, 2012 at the Association Foreclosure Sale.

6. In answering paragraph 6 of the First Amended Complaint, SFR admits it is a Nevada limited liability company. SFR further admits upon information and belief, that a non-judicial publicly-held Association foreclosure auction sale occurred on July 25, 2012 at which time the Association was the highest bidder, purchasing the property for \$5,950.00. SFR further admits it now owns the property free and clear of the Bank’s purported deed of trust which was extinguished as a matter of law on July 25, 2012 as a result of the Association foreclosure sale.

7. In answering paragraph 7 of the First Amended Complaint, upon, information and belief, SFR admits that Antelope Homeowners’ Association (“the Association” or “HOA”) is a Nevada non-profit corporation licensed to do business in the State of Nevada.

8. Answering paragraph 8 of the First Amended Complaint, upon information and belief, SFR is without information or knowledge as to the allegations set forth in paragraph 7 and therefore denies said allegations. The remaining allegations in paragraph 8 call for a legal conclusion to which no response is required. To the extent a response is required, SFR denies the remaining allegations in paragraph 8 of the First Amended Complaint.

GENERAL ALLEGATIONS

9. The recorded Grant, Bargain Sale Deed referenced in paragraph 9 of the First Amended Complaint speaks for itself and SFR denies any allegations inconsistent with said document.

10. The document referred to as “Deed of Trust” referenced in paragraph 10 of the First Amended Complaint speaks for itself, and SFR denies any allegations inconsistent with said documents. To the extent paragraph 10, alleges that the Ivys were the title owner of record of the Property at times prior to the Association foreclosure sale, SFR, upon information and belief, admits the allegations in paragraph 10. To the extent the paragraph 10 alleges the document

1 referred to as "Deed of Trust" survived the Association foreclosure sale and is currently a valid
2 security instrument that encumbers the Property and for which there may be a beneficiary, SFR
3 denies such allegations.

4 11. The recorded Notice of Delinquent Assessment Lien referenced in paragraph 11 of the First
5 Amended Complaint speaks for itself, and SFR denies any allegations inconsistent with said
6 document.

7 12. The recorded Notice of Delinquent Violation Lien referenced in paragraph 12 of the First
8 Amended Complaint speaks for itself, and SFR denies any allegations inconsistent with said
9 document.

10 13. The recorded Notice of Default and Election to Sell referenced in paragraph 13 of the First
11 Amended Complaint speaks for itself, and SFR denies any allegations inconsistent with said
12 document.

13 14. Answering paragraphs 14, 15, 16 and 17 of the First Amended Complaint, upon
14 information and belief, SFR is without information or knowledge as to the interactions between
15 the Bank, its agent, Miles, Bauer, Bergstrom & Winters, LLP ("MBBW") and the Association
16 and its agent and therefore denies said allegations.

17 15. The recorded Notice of Trustee's Sale referenced in paragraph 18 of the First Amended
18 Complaint speaks for itself, and SFR denies any allegations inconsistent with said document.

19 16. The recorded Notice of Trustee's Sale referenced in paragraph 19 of the First Amended
20 Complaint speaks for itself, and SFR denies any allegations inconsistent with said document.

21 17. The recorded Notice of Trustee's Sale referenced in paragraph 20 of the First Amended
22 Complaint speaks for itself, and SFR denies any allegations inconsistent with said document.

23 18. The recorded Trustee's Deed Upon Sale referenced in paragraphs 21 and 22 of the First
24 Amended Complaint speaks for itself, and SFR denies any allegations inconsistent with said
25 document. SFR further admits that a non-judicial publicly-held Association foreclosure auction
26 sale occurred on July 25, 2012 at which time SFR was the highest bidder, purchasing the property
27 for \$5,950.00. SFR further admits it now owns the property free and clear of the Bank's purported
28 deed of trust which was extinguished as a matter of law on July 25, 2012 as a result of the

1 Association foreclosure sale.

2 19. The allegations contained in paragraphs 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35,
3 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61
4 and 62 of the First Amended Complaint call for a legal conclusion, therefore, no answer is
5 required. To the extent a response is required, SFR denies the Association Sale was wrongful and
6 / or invalid. The recorded CC&Rs referenced in paragraphs 54, 55, 56 and 57 of the First
7 Amended Complaint speaks for itself, and SFR denies any allegations inconsistent with said
8 document. SFR specifically denies "the HOA Sale was an invalid sale." SFR specifically denies
9 "the HOA Sale...deprived Deutsche Bank of its right to due process." SFR specifically denies
10 that it knew that the Bank would rely on the Mortgage Protection Clause contained in the recorded
11 CC&Rs. SFR also specifically denies it knew that the Bank would not know that the Association
12 was foreclosing on the super-priority amounts because of the failure of the Association to provide
13 such notice. SFR specifically denies it knew that prospective bidders would be less likely to
14 attend the Association Sale because the public at large believed that Bank was protected under
15 the Mortgage Protection Clause in the CC&Rs of public record. SFR also specifically denies that
16 it knew the public at large did not receive notice, constructive or actual, that the Association was
17 foreclosing on the super-priority portion of its lien because the Association and the Association
18 Trustee improperly failed to provide such notice. The case law, statutes, and constitutional
19 provisions referenced in paragraphs 23, 25, 33, 34, 37, 39 and 58 of the First Amended Complaint
20 speak for themselves and SFR denies any allegations inconsistent with said statutes. SFR denies
21 any remaining factual allegations in paragraphs 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35,
22 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61
23 and 62 of the First Amended Complaint.

24 **FIRST CAUSE OF ACTION**

25 **(Quiet Title/Declaratory Relief Pursuant to NRS 30.010 et seq. and NRS 40.010 et seq.
26 versus Buyer, HOA, and Fictitious Defendants)**

27 20. SFR repeats and realleges its answers to paragraphs 1 through 62 of the First Amended
28 Complaint as though fully set forth herein.

1 21. The allegations in paragraphs 64, 65, 66 and 67 of the First Amended Complaint call for
2 a legal conclusion to which no response is required. To the extent a response is required, SFR
3 denies the allegations in paragraphs 64, 65, 66 and 67. The statutes referenced in paragraphs 64,
4 65 and 66 speak for themselves and SFR denies any allegations inconsistent with said statutes.

5 22. Answering paragraph 68 of the First Amended Complaint, SFR admits that its interest in
6 the Property is adverse to that of the Bank's interest. SFR further admits that a non-judicial
7 publicly-held Association foreclosure auction sale occurred on July 25, 2012 at which time SFR
8 was the highest bidder, purchasing the property for \$5,950.00. SFR further admits it now owns
9 the property free and clear of the Bank's purported deed of trust which was extinguished as a
10 matter of law on July 25, 2012 as a result of the Association foreclosure sale.

11 23. The allegations in paragraphs 69, 70, 71 and 72 of the First Amended Complaint call for
12 a legal conclusion to which no response is required. To the extent a response is required, SFR
13 denies the allegations in paragraphs 69, 70, 71 and 72. The statutes referenced in paragraphs 71
14 and 72 speak for themselves and SFR denies any allegations inconsistent with said statutes.

15 24. SFR denies the allegations contained in paragraph 73 of the First Amended Complaint.

16 **SECOND CAUSE OF ACTION**

17 **(Preliminary and Permanent Injunctions versus Buyer and fictitious Defendants)**

18 25. SFR repeats and realleges its answers to paragraphs 1 through 73 of the First Amended
19 Complaint as though fully set forth herein.

20 26. Answering paragraph 75 of the First Amended Complaint, SFR admits that its interest in
21 the Property is adverse to that of the Bank's interest. SFR further admits that a non-judicial
22 publicly-held Association foreclosure auction sale occurred on July 25, 2012 at which time SFR
23 was the highest bidder, purchasing the property for \$5,950.00. SFR further admits it now owns
24 the property free and clear of the Bank's purported deed of trust which was extinguished as a
25 matter of law on July 25, 2012 as a result of the Association foreclosure sale.

26 27. The allegations in paragraphs 76, 77, 78, 79, 80, 81 and 82 of the First Amended
27 Complaint call for a legal conclusion to which no response is required. To the extent a response
28 is required, SFR denies the allegations in paragraphs 76, 77, 78, 79, 80, 81 and 82.

28. SFR denies the allegations contained in paragraph 83 of the First Amended Complaint.

THIRD CAUSE OF ACTION
(Wrongful Foreclosure versus the HOA and fictitious Defendants)

29. SFR repeats and realleges its answers to paragraphs 1 through 83 of the First Amended Complaint as though fully set forth herein.

30. The allegations in paragraphs 85, 86, 87, 88, 89, 90 and 91 of the Third Cause of Action of the First Amended Complaint are directed to the HOA only, not SFR and therefore no response is required. To the extent a response is required, SFR denies the allegations in 85, 86, 87, 88, 89, 90 and 91.

31. SFR denies the allegations contained in 92 of the First Amended Complaint.

FOURTH CAUSE OF ACTION
(Unjust Enrichment versus Buyer, HOA, and fictitious Defendants)

32. SFR repeats and realleges its answers to paragraphs 1 through 82 of the First Amended Complaint as though fully set forth herein.

33. The allegations in paragraphs 94, 95, 96, 97, 98, 99 and 100 of the First Amended Complaint call for a legal conclusion to which no response is required. To the extent a response is required, SFR denies the allegations in 94, 95, 96, 97, 98, 99 and 100.

34. SFR denies the allegations contained in 101 of the First Amended Complaint.

FIFTH CAUSE OF ACTION
(Breach of Contract versus the HOA and fictitious Defendants)

35. SFR repeats and realleges its answers to paragraphs 1 through 101 of the First Amended Complaint as though fully set forth herein.

36. The allegations in paragraphs 103, 104 and 105 of the Fifth Cause of Action of the First Amended Complaint are directed to the HOA only, not SFR and therefore no response is required. To the extent a response is required, SFR denies the allegations in 103, 104 and 105.

37. SFR denies the allegations contained in 106 of the First Amended Complaint.

SIXTH CAUSE OF ACTION

(Breach of the Covenant of Good Faith and Fair Dealing versus HOA and fictitious Defendants)

38. SFR repeats and realleges its answers to paragraphs 1 through 106 of the First Amended Complaint as though fully set forth herein.

39. The allegations in paragraphs 108, 109, 110, 111 and 112 of the Sixth Cause of Action of the First Amended Complaint are directed to the HOA and HOA trustee, not SFR and therefore no response is required. To the extent a response is required, SFR denies the allegations in 128, 108, 109, 110, 111 and 112.

40. SFR denies the allegations contained in 113 of the First Amended Complaint.

AFFIRMATIVE DEFENSES

1. Bank fails to state a claim upon which relief may be granted.

2. Bank is not entitled to relief from or against SFR, as Bank has not sustained any loss, injury, or damage that resulted from any act, omission, or breach by SFR.

3. The occurrence referred to in the First Amended Complaint, and all injuries and damages, if any, resulting therefrom, were caused by the acts or omissions of Bank.

4. The occurrence referred to in the First Amended Complaint, and all injuries and damages, if any, resulting therefrom, were caused by the acts or omissions of a third party or parties over whom SFR had no control.

5. SFR did not breach any statutory or common law duties allegedly owed to Bank.

6. Bank failed to mitigate its damages, if any.

7. Bank's claims are barred because SFR complied with applicable statutes and with the requirements and regulations of the State of Nevada.

8. Bank's claims are barred because the Association and its agents complied with applicable statutes and regulations.

9. Bank's claims are barred because the Association and its agents complied with the noticing requirements outlined in the Association's CC&Rs.

10. Bank's causes of action are barred in whole or in part by the applicable statutes of limitations or repose, or by the equitable doctrines of laches, waiver, estoppel, ratification and

unclean hands.

11. Bank is not entitled to equitable relief because it has an adequate remedy at law.

12. Bank has no standing to enforce the deed of trust and/or the underlying promissory note.

13. Bank has no standing to enforce the statutes and regulations identified in the First Amended Complaint.

14. The subject deed of trust and other subordinate interests in the Property were extinguished by the Association foreclosure sale held in accordance with NRS Chapter 116.

15. The subject deed of trust is not a first position security interest.

16. Bank has no standing to challenge the constitutionality of NRS 116.

17. Bank has no remedy against SFR because, pursuant to NRS 116.31166, SFR is entitled to rely on the recitals contained in the Association foreclosure deed that the sale was properly noticed and conducted.

18. Bank has no remedy against SFR because SFR is a bona fide purchased for value.

19. Bank's claims are barred because the Association and its agents complied with the foreclosure noticing requirements outlined in the CC&Rs.

20. The Bank's Unjust Enrichment claim is barred by the Voluntary Payment Doctrine.

21. Bank is pursuing two inconsistent remedies in violation of the election of remedies doctrine.

22. Pursuant to Nevada Rules of Civil Procedure 11, as amended, all possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry at the time of filing this Answer. Therefore, SFR reserves the right to amend

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1 this Answer to assert any affirmative defenses if subsequent investigation warrants.

2 DATED May 29th, 2018.

KIM GILBERT EBRON

/s/ Diana S. Ebron

DIANA S. EBRON, ESQ.

Nevada Bar No. 10580

JACQUELINE A. GILBERT, ESQ.

Nevada Bar No. 10593

KAREN L. HANKS, ESQ.

Nevada Bar No. 9578

7625 Dean Martin Drive, Suite 110

Las Vegas, Nevada 89139

Attorneys for SFR Investments Pool 1, LLC

CERTIFICATE OF SERVICE

11 I hereby certify that on this 29th day of May, 2018, pursuant to NRCP 5(b), I served via
12 the Eighth Judicial District Court electronic filing system, the foregoing **SFR INVESTMENTS**
13 **POOL 1, LLC'S ANSWER TO FIRST AMENDED COMPLAINT** to the following parties:

15 Jamie Hendrickson, Esq. jhendrickson@wrightlegal.net

16 Dekova Huckaby dhuckaby@wrightlegal.net

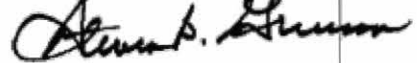
18 NVEfile nvefile@wrightlegal.net

19 Sara Aslinger saslinger@wrightlegal.net

20 Shadd Wade swade@wrightlegal.net

/s/ Andrew M. David

An employee of KIM GILBERT EBRON



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Attorneys for SFR Investments Pool 1, LLC

DISTRICT COURT

CLARK COUNTY NEVADA

U.S. BANK, NATIONAL ASSOCIATION AS
TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-A8,

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company; DOE
INDIVIDUALS I through X, inclusive; and
ROE CORPORATIONS I through X,
inclusive,

Defendants.

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company,

Counter/Cross Claimant,

vs.

U.S. BANK, NATIONAL ASSOCIATION
AS TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-A8;
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., a
Delaware corporation, as nominee beneficiary

Case No. A-16-739867-C

Dept. No. XXXI

**STIPULATION AND ORDER DISMISSING
HENRY E. IVY AND FREDDIE S. IVY
WITHOUT PREJUDICE**

1 for UNIVERSAL AMERICAN MORTGAGE
2 COMPANY, LLC. a foreign limited liability
3 company; HENRY E. IVY, an individual; and
4 FREDDIE S. IVY, an individual,

5 Counter-Defendant/Cross-Defendants.

6 Cross-Defendants Henry E. Ivy and Freddie S. Ivy ("the Ivys") stipulate and agree that
7 they no longer have any interest, ownership or otherwise, in the real property commonly
8 known as **7868 Marbledoe Street, Las Vegas, NV 89149; Parcel No. 125-18-112-069**
9 ("Property"). The Ivys have been informed that the Property was sold on July 25, 2012 by the
10 foreclosure sale conducted by Alessi & Koenig, LLC ("Alessi"), agent for Antelope
11 Homeowners Association. The Ivys further stipulate and agree that they will not contest the
12 validity of the resulting foreclosure deed recorded in the Official Records of the Clark County
13 Recorder, Instrument Number 201208030003275, or SFR Investments Pool 1, LLC's ("SFR")
14 ownership interest in the Property based on the foreclosure deed.

15 Based on these representations, SFR Investments Pool 1, LLC and the Ivys stipulate and

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KIM GILBERT EBRON
7625 DEAN MARTIN DRIVE, SUITE 110
LAS VEGAS, NEVADA 89139
(702) 485-3300 FAX (702) 485-3301

1 agree that the Ivys shall be dismissed from this action with prejudice, each party to bear its own
2 fees and costs.

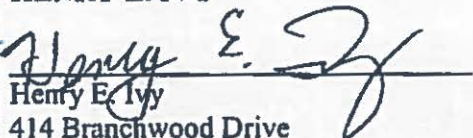
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4 Dated this _____ day of _____, 2016.

5 KIM GILBERT EBRON

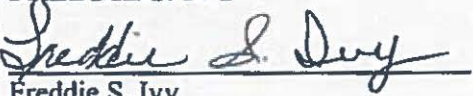
6 
DIANA CLINE EBRON, ESQ.
7 Nevada Bar No. 10580
7625 Dean Martin Dr., Suite 110
8 Las Vegas, Nevada 89139
Phone: (702) 485-3300
9 Fax: (702) 485-3301
Attorneys for SFR Investments Pool I, LLC

Dated this 29th day of December, 2016.

HENRY E. IVY


Henry E. Ivy
414 Branchwood Drive
Rio Vista, CA 94517
Cross-Defendant

FREDDIE S. IVY


Freddie S. Ivy
414 Branchwood Drive
Rio Vista, CA 94517
Cross-Defendant

Dated this 29th day of December, 2016.

Approved as to form and content:

LAW OFFICE OF DALE E. HALEY


DALE EDWARD HALEY, ESQ.
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Attorney for Cross-Defendants Henry E. Ivy
and Freddie S. Ivy

KIM GILBERT EBRON
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LAS VEGAS, NEVADA 89139
(702) 485-3300 FAX (702) 485-3301

ORDER

UPON STIPULATION of the parties, and good cause appearing therefore, it is hereby ORDERED that Cross-Defendants Henry E. Ivy and Freddie S. Ivy shall be dismissed from this action with prejudice, each party to bear its own fees and costs.

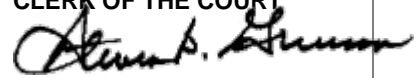
DATED this 12th day of July, 2018.


DISTRICT COURT JUDGE

Respectfully submitted:



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NTSO
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Las Vegas, Nevada 89139
Telephone: (702) 485-3300
Facsimile: (702) 485-3301
Attorneys for SFR Investments Pool 1, LLC

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

U.S. BANK, NATIONAL ASSOCIATION
AS TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-A8,

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company, DOE
INDIVIDUALS I through X, inclusive; and
ROE CORPORATIONS I through X,
inclusive,

Defendants.

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company,

Counter/Cross-Claimant,

vs.

U.S. BANK, NATIONAL ASSOCIATION
AS TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-A8;
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., a
Delaware corporation, as nominee
beneficiary for UNIVERSAL AMERICAN
MORTGAGE COMPANY, LLC, a foreign

Case No. A-16-739867-C

Dept. No. XXXI

**NOTICE OF ENTRY OF STIPULATION
AND ORDER DISMISSING HENRY E.
IVY AND FREDDIE S. IVY WITHOUT
PREJUDICE**

1 limited liability company; HENRY E. IVY,
2 an individual; and FREDDIE S. IVY, an
3 individual,

4 Counter-Defendant/Cross-Defendants.

5 PLEASE TAKE NOTICE that on July 17, 2018 a **Stipulation and Order Dismissing**
6 **Henry E. Ivy and Freddie S. Ivy Without Prejudice** was entered. A copy of said Stipulation
7 and Order is attached hereto.

8
9 DATED this 18th day of July, 2018.

KIM GILBERT EBRON

/s/ Diana S. Ebron

DIANA S. EBRON, ESQ.

Nevada Bar No. 10580

7625 Dean Martin Drive, Suite 110

Las Vegas, Nevada 89139

Attorney for SFR Investments Pool 1, LLC

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of July, 2018, pursuant to NRCP 5(b), I served via the Eighth Judicial District Court electronic filing system, the foregoing **NOTICE OF ENTRY OF STIPULATION AND ORDER DISMISSING HENRY E. IVY AND FREDDIE S. IVY WITHOUT PREJUDICE** to the following parties:

DEFAULT ACCOUNT (NVefile@wrightlegal.net)

Dekova Huckaby (dhuckaby@wrightlegal.net)

Jamie Hendrickson (jhendrickson@wrightlegal.net)

Karen Kao (kkao@lipsonneilson.com)

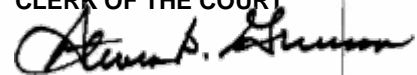
Sydney Ochoa (sochoa@lipsonneilson.com)

NVEfile . (nvefile@wrightlegal.net)

Sara Aslinger . (saslinger@wrightlegal.net)

Shadd Wade . (swade@wrightlegal.net)

/s/ Tomas Valerio
An Employee of KIM GILBERT EBRON



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JACQUELINE A. GILBERT, ESQ.
Nevada Bar No. 10593
E-mail: jackie@kgelegal.com
KAREN L. HANKS, ESQ.
Nevada Bar No. 9578
E-mail: karen@kgelegal.com
KIM GILBERT EBRON
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Telephone: (702) 485-3300
Facsimile: (702) 485-3301
Attorneys for SFR Investments Pool 1, LLC

DISTRICT COURT

CLARK COUNTY NEVADA

U.S. BANK, NATIONAL ASSOCIATION AS
TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-A8,

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company; DOE
INDIVIDUALS I through X, inclusive; and
ROE CORPORATIONS I through X,
inclusive,

Defendants.

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company,

Counter/Cross Claimant,

vs.

U.S. BANK, NATIONAL ASSOCIATION
AS TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-A8;
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., a
Delaware corporation, as nominee beneficiary

Case No. A-16-739867-C

Dept. No. XXXI

**STIPULATION AND ORDER DISMISSING
HENRY E. IVY AND FREDDIE S. IVY
WITHOUT PREJUDICE**

KIM GILBERT EBRON

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1 for UNIVERSAL AMERICAN MORTGAGE
2 COMPANY, LLC. a foreign limited liability
3 company; HENRY E. IVY, an individual; and
4 FREDDIE S. IVY, an individual,

Counter-Defendant/Cross-Defendants.

5 Cross-Defendants Henry E. Ivy and Freddie S. Ivy ("the Ivys") stipulate and agree that
6 they no longer have any interest, ownership or otherwise, in the real property commonly
7 known as 7868 Marbledoe Street, Las Vegas, NV 89149; Parcel No. 125-18-112-069
8 ("Property"). The Ivys have been informed that the Property was sold on July 25, 2012 by the
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10 Homeowners Association. The Ivys further stipulate and agree that they will not contest the
11 validity of the resulting foreclosure deed recorded in the Official Records of the Clark County
12 Recorder, Instrument Number 201208030003275, or SFR Investments Pool 1, LLC's ("SFR")
13 ownership interest in the Property based on the foreclosure deed.

14 Based on these representations, SFR Investments Pool 1, LLC and the Ivys stipulate and

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KIM GILBERT EBRON
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LAS VEGAS, NEVADA 89139
(702) 485-3300 FAX (702) 485-3301

1 agree that the Ivys shall be dismissed from this action with prejudice, each party to bear its own
2 fees and costs.

3
4 Dated this _____ day of _____, 2016.

5 **KIM GILBERT EBRON**

6 
7 **DIANA CLINE EBRON, ESQ.**


8 Nevada Bar No. 10580
9 7625 Dean Martin Dr., Suite 110
10 Las Vegas, Nevada 89139
11 Phone: (702) 485-3300
12 Fax: (702) 485-3301
13 *Attorneys for SFR Investments Pool 1, LLC*

Dated this 29th day of December, 2016.

HENRY E. IVY


Henry E. Ivy
414 Branchwood Drive
Rio Vista, CA 94517
Cross-Defendant


FREDDIE S. IVY


Freddie S. Ivy
414 Branchwood Drive
Rio Vista, CA 94517
Cross-Defendant

Dated this 29th day of December, 2016.

Approved as to form and content:

LAW OFFICE OF DALE E. HALEY


DALE EDWARD HALEY, ESQ.
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ORDER

UPON STIPULATION of the parties, and good cause appearing therefore, it is hereby ORDERED that Cross-Defendants Henry E. Ivy and Freddie S. Ivy shall be dismissed from this action with prejudice, each party to bear its own fees and costs.

DATED this 12th day of July, 2018.


DISTRICT COURT JUDGE

Respectfully submitted:



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Attorneys for SFR Investments Pool 1, LLC

OBJ

WRIGHT, FINLAY & ZAK, LLP

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Attorneys for Plaintiff/Counter/Cross Defendant, U.S. Bank, National Association as Trustee for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2005-A8

DISTRICT COURT

CLARK COUNTY, NEVADA

U.S. BANK, NATIONAL ASSOCIATION AS
TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTORS TRUST,
MORTGAGE LOAN ASSET-BACKED
CERTIFICATES, SERIES 2005-A8,

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC, a Nevada
limited liability company; ANTELOPE
HOMEOWNERS ASSOCIATION, a Nevada
non-profit corporation; DOE INDIVIDUALS I
through X, inclusive; and ROE
CORPORATIONS I through X, inclusive,

Defendants.

SFR INVESTMENTS POOL 1, LLC, a Nevada
limited liability company,

Counter/Cross Claimant,

vs.

U.S. BANK, NATIONAL ASSOCIATION AS

Case No.: A-16-739867-C

Dept. No.: XXXI

**U.S. BANK'S OBJECTIONS TO SFR
INVESTMENTS POOL 1, LLC'S PRE-
TRIAL DISCLOSURES**

1 TRUSTEE FOR MERRILL LYNCH
2 MORTGAGE INVESTORS TRUST,
3 MORTGAGE LOAN ASSET-BACKED
4 CERTIFICATES, SERIES 2005-A8;
5 MORTGAGE ELECTRONIC
6 REGISTRATION SYSTEMS, INC., a
7 Delaware corporation, as nominee beneficiary
8 for UNIVERSAL AMERICAN MORTGAGE
9 COMPANY, LLC, a foreign limited liability
10 company; HENDRY E. IVY, an individual; and
11 FREDDY S. IVY, an individual,

12 Counter/Cross Defendants.

13 Plaintiff/Counter/Cross Defendant, U.S. Bank, National Association as Trustee for
14 Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2005-
15 A8 (“U.S. Bank”), by and through its attorneys of record, Dana Jonathon Nitz, Esq. and Jamie S.
16 Hendrickson, Esq., of the law firm of Wright, Finlay & Zak, LLP, hereby discloses its objections
17 to SFR Investments Pool 1, LLC’s (“SFR”) Pre-Trial Disclosures.

18 **I. OBJECTIONS TO THE WITNESSES DESIGNATED BY SFR.**

19 U.S. Bank objects to SFR calling Christopher Hardin as he was not disclosed as the
20 N.R.C.P. 30(b)(6) witness for SFR and was not disclosed as a lay witness, “likely to have
21 information discoverable under Rule 26(b)...identifying the subjects of the information.” See
22 N.R.C.P. 16.1(a)(1)(A).

23 **II. OBJECTIONS TO THE USE OF TRANSCRIPTS DESIGNATED BY SFR.**

24 U.S. Bank objects to SFR’s attempt to present deposition and/or trial transcript testimony
25 of Katherine Ortwerth. U.S. Bank intends to call Ms. Ortwerth to testify at trial, obviating the
26 need for the use of the aforesaid deposition transcript for direct testimony. U.S. Bank further
27 reserves the right to require SFR to introduce the entire or other parts of the deposition transcript
28 in accordance with N.R.C.P. 32(a)(4).

In addition, U.S. Bank objects to the use of the following transcripts depositions on the
grounds that U.S. Bank was not present or represented at the taking of the depositions and trials;
U.S. Bank did not have reasonable notice of the depositions and trials; and U.S. Bank did not
have the opportunity to subject to the witnesses to cross-examination.

- 1 A. Transcript of the trial testimony of Rock K. Jung, Esq., in Case No. A-14-695002-C
2 (Department 7) on April 22, 2016;
- 3 B. Transcript of the trial testimony of Douglas Miles, Esq., in Case No. A-14-695002-C
4 (Department 7) on April 22, 2016;
- 5 C. Transcript of the deposition taken of R. Scott Dugan, in Case No. A-14-684630-C on
6 July 2, 2015;
- 7 D. Transcript of the deposition taken of R. Scott Dugan, in Case No. A-14-698102-C on
8 July 2, 2015;
- 9 E. Transcript of the deposition taken of R. Scott Dugan, in Case No. A-14-698511-C on
10 June 1, 2015;
- 11 F. Transcript of the deposition taken of R. Scott Dugan, in Case No. A-14-694435-C on
12 June 1, 2015;
- 13 G. Transcript of the deposition taken of R. Scott Dugan, in Case No. A-14-698568-C on
14 June 16, 2015;
- 15 H. Transcript of the deposition taken of R. Scott Dugan, in Case No. A-15-718988-C on
16 August 21, 2017;

17 The transcripts are hearsay, and there are no applicable exceptions to the rule against
18 hearsay. See NRS 51.035 et seq.

19 **III. OBJECTIONS TO DOCUMENTS/EXHIBITS THAT MAY BE OFFERED AT**
20 **TRIAL BY SFR.**

21 U.S. Bank objects to the admissibility of the following documents on the grounds stated
22 below.

23

Description	Objections
24 Letter to Senator Hammond dated 25 December 7, 2012	Relevance, Hearsay, Authenticity, and Foundation
26 Korbel Decision	Relevance, Hearsay, Authenticity, and Foundation
27 Email Re: URGENT WIRE 28 REQUEST: Status Update re: 10- H1715 (1 st) De Vera	Relevance, Hearsay, Authenticity, and Foundation

Description	Objections
BANA's Written Policies and Procedures Re: Homeowners Association (HOA) Matters – Pre-Foreclosure	Relevance, Hearsay, Authenticity, and Foundation

U.S. Bank reserves the right to raise evidentiary objections to any and all other parties' witnesses and trial exhibits at the time of trial.

DATED this 18th day of July, 2018.

WRIGHT, FINLAY & ZAK, LLP

/s/ Jamie S. Hendrickson, Esq.

Dana Jonathon Nitz, Esq.

Nevada Bar No. 0050

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Merrill Lynch Mortgage Investors Trust, Mortgage
Loan Asset-Backed Certificates, Series 2005-A8*

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CERTIFICATE OF SERVICE

Pursuant to N.R.C.P. 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK, LLP, and that on this 18th day of July, 2018, I did cause a true copy of **U.S. BANK’S OBJECTIONS TO SFR INVESTMENTS POOL 1, LLC’S PRE-TRIAL DISCLOSURES** to be e-served through the Eighth Judicial District EFP system pursuant to NEFCR 9.

KIM GILBERT EBRON

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/s/ Dekova Huckaby

An Employee of WRIGHT, FINLAY & ZAK, LLP



RTRAN

DISTRICT COURT
CLARK COUNTY, NEVADA

U.S. BANK, NATIONAL
ASSOCIATION,

Plaintiff,

vs.

SFR INVESTMENTS POOL 1,
LLC,

Defendant.

CASE#: A-16-739867-C

DEPT. XXXI

BEFORE THE HONORABLE JOANNA S. KISHNER,

DISTRICT COURT JUDGE

THURSDAY, JULY 19, 2018

RECORDER'S TRANSCRIPT OF HEARING
ALL PENDING MOTIONS

APPEARANCES:

For the Plaintiff:

DANA J. NITZ, ESQ.

JAMIE S. HENDRICKSON, ESQ.

For the Defendant Antelope
Homeowner's Association:

KAREN KAO, ESQ.

For the Defendant SFR
Investments Pool 1, LLC:

KAREN HANKS, ESQ.

1 RECORDED BY: SANDRA HARRELL, COURT RECORDER

2
3 Las Vegas, Nevada, Thursday, July 19, 2018

4 [Case called at 9:25 a.m.]

5 MS. HANKS: Good morning, your Honor. Karen
6 Hanks on behalf of SFR.

7 MS. KAO: Good morning, your Honor. Karen Kao on
8 behalf of Antelope HOA.

9 THE COURT: Thank you.

10 [Colloquy between Court and Staff]

11 THE COURT: Okay. Well, counsel, would you mind
12 coming to the podium so we can get this taken care of for you?
13 Otherwise, I'm going to have to have everyone wait. If you want to
14 wait, I'll call somebody else who -- you're okay? The podium's
15 fine?

16 MR. NITZ: It's fine.

17 THE COURT: Okay.

18 MR. NITZ: Dana Nitz and Jamie Hendrickson on behalf of
19 U.S. Bank.

20 THE COURT: Okay. So folks, we've got a couple of
21 different things. Let's do the order to show cause hearing first. I
22 did receive the statement from counsel. And on this one I'm not
23 sure if you realize you had several counsel from your firm that was
24 here at the pretrial conference that same day for other cases, and
25 they were told they had another case.

1 MR. HENDRICKSON: I -- I was not aware of that.

2 THE COURT: So they were checking in for three. They
3 stayed for two.

4 MR. HENDRICKSON: Yes. As I've said, I mean, I was in
5 another court that morning, and when I got back to the office, that
6 was the first that I had heard of the pretrial conference being on the
7 calendar. And I indicated to Mr. Martinez that I could be there in 25
8 minutes. I understand that, you know, there was a lot of time that
9 was already -- had already elapsed and the Court was waiting for
10 us, so --

11 THE COURT: We waited over two and a half hours.

12 MR. HENDRICKSON: And I do apologize for that. And, I
13 mean, I know that that was, you know, unfortunate, and that wasn't
14 my intention. I wasn't aware of who else was here or was still -- I
15 mean, all I would know is, you know, I -- I know what the calendar is
16 for that day, so I know that there are people who -- who were in
17 court, but I didn't know if they were still there, so I didn't know who
18 was, you know, available and who wasn't.

19 THE COURT: Trial order, as you know, says in bold, right,
20 June 28, 10:15.

21 MR. HENDRICKSON: I don't have -- I mean, I -- I -- I don't
22 have an excuse, your Honor. I explained, you know, the
23 circumstances that led up to this in my declaration.

24 THE COURT: But -- but we -- but I know counsel for SFR
25 also -- although he's not the one who's here present today -- I was

1 out in -- it was a different counsel -- tried also to reach out to your
2 office earlier, and no one seemed to want to respond, check with
3 any of the other attorneys that were already here in this department
4 for two other pretrial conferences. You understand that presents a
5 huge challenge. But unfortunately, you weren't the only one on
6 that day, so I had to do order to show cause for both those cases.
7 But pretrial conferences are -- as you know, trial counsel must
8 appear. It's in bold. It's underlined. It's in the trial order because
9 this is how cases get set, how everyone has their schedule. It
10 caused to be waiting the two -- it was two hours and 20 minutes
11 and then it was -- it would be about -- it was represented it would
12 be about another 20, 30 minutes. Well, that was already going to
13 be past the noon hour. Staff needs their state and federally
14 mandated lunch break. Can't hold it on for that. And he'd already
15 reached out to you before, and this was the second time, I guess,
16 that finally someone responded. I -- I don't know. I wasn't on the
17 phone call because I was handling other matters in the interim,
18 but -- so what do you think should be the consequences?

19 MR. HENDRICKSON: I mean, I would just ask the Court
20 to -- you know, don't hold my mistake against my client. You know,
21 this was, you know, the first time I've ever missed a hearing in, you
22 know, a six-year legal career, so, you know, I do apologize to the
23 Court. You know, if the Court's inclined to sanction -- to issue
24 sanctions, I just ask that it not be issued against my client.

25

1 THE COURT: Well, is that an indirect way of saying that
2 you prefer to make a voluntary donation to a legal aid provider here
3 in southern Nevada, which there's several legal aid providers here
4 in southern Nevada? And no, it doesn't count donating to people's
5 respective kids' sports teams. Sorry.

6 MR. HENDRICKSON: If the Court's inclined to -- to go that
7 way, then I would write a check to a -- a legal charity.

8 THE COURT: Mr. Nitz, do you wish to be heard, or
9 you're -- you're here on the other aspects of it? Because you were
10 one of the attorneys that was here. You were here, weren't you?

11 MR. NITZ: I don't think so.

12 THE COURT: I -- I'm sorry. But I know Mr. Smith was
13 here. I mean, without me going back and checking every single -- I
14 know there were here on -- because we checked in, and we said we
15 were here for all three cases, and then -- in fact, David had my
16 marshal go out the hall to try and track people down. Didn't work.
17 Go ahead.

18 MR. NITZ: Generally, it -- the attorney that's assigned the
19 case would be appearing for court appearances, hearings, pretrial
20 conferences, calendar calls, that sort of thing. My name simply
21 appeared at the top of all of our pleadings. That was our practice at
22 the time. It's changed so that the attorney who is the team lead for
23 the responsible attorney would appear right underneath the firm
24 name. I had no knowledge of the hearing that he was talking about,
25 the one that Mr. Hendrickson missed.

1 THE COURT: The ones that were on that day -- we had
2 counsel here for I think -- so there -- there was. I was just right.
3 Pretrial conference 707186 was one of the other ones that were
4 on -- was on that day with -- your firm was here, and 739 as well
5 as -- and 677 got postponed or something, but there was -- I'm
6 quickly looking at the schedule, because I said to the attorneys that
7 were here for -- you've got another one, you know, but I couldn't
8 call them all at the same time because we had to call them in date
9 order.

10 Okay. So here's what I think the Court needs to do.
11 Because the -- I mean, because of the seriousness of, unfortunately,
12 a pretrial conference, all the time, the fact that, you know -- found
13 the deposing counsel try and reach out and then no one responded
14 from your firm to try and send someone in that several-hour period.
15 And taking into account, though, that it's the first time this issue
16 has happened from your firm, if you are asking the Court to make a
17 250 dollar donation to a legal charity of your choice rather than the
18 Court doing the hearing regarding sanctions, the Court would be
19 open to such a thing. And if you want a full hearing on sanctions,
20 I'm more than willing to do a full hearing on sanctions. What
21 would the party like?

22 MR. HENDRICKSON: I think that 250 dollars is fair, your
23 Honor.

24 THE COURT: You'd like that characterized as a donation?

25 MR. HENDRICKSON: Yes.

1 THE COURT: So they -- what I'm trying to do -- you know,
2 and I mean, the -- the idea is to try and get compliance. It's not to
3 have people get sanctioned. And so, you know, donations get
4 treated differently, right? Maybe not as tax favorably as they used
5 to last year, but the Court can't take a position on that.

6 Okay. So a 250 dollar donation legal aid -- legal charity of
7 your choice here in southern Nevada. There are several legal aid
8 providers. That can go to some good. Just make sure that when
9 you do it, then provide us, within 30 days, a notice, please, that
10 there was compliance.

11 MR. HENDRICKSON: Just file a notice and --

12 THE COURT: Just a notice of compliance, yeah.

13 MR. HENDRICKSON: Okay.

14 THE COURT: Okay. Or you can send a letter with
15 attached, you know, that there's a compliance -- most legal aid
16 providers provide you some couple-liner that says, you know, thank
17 you for your donation. So you can attach that or whatever you
18 want. Just make sure it doesn't have any bank number or
19 something that you wouldn't want publicly filed.

20 Okay. Second part of the -- of -- does that meet your
21 needs?

22 MR. HENDRICKSON: Yes, your Honor.

23 THE COURT: Does anyone wish to be heard any further
24 on that? If anyone wants a hearing, I'm more than -- you know, I
25

1 want to make sure it's all fairly and accurately done. So does
2 anyone want to be heard further on that at all?

3 MR. NITZ: Just to clarify, that's a personal sanction
4 against Mr. Hendrickson?

5 THE COURT: It's a -- he'd prefer it to be called a donation.
6 It's a voluntary donation --

7 MR. NITZ: Okay.

8 THE COURT: -- personally against Mr. Hendrickson,
9 unless you would prefer it to be against the -- unless it's -- the firm
10 is making the donation. It's not against the client, if that's what you
11 wanted to be clear.

12 MR. NITZ: Yes, your Honor.

13 THE COURT: How you all decide to characterize it, it's
14 going to be on -- well, how would you like the Court to characterize
15 it?

16 MR. NITZ: The way you stated it was satisfactory.

17 THE COURT: Okay. So you all can decide who's writing
18 that check. It's a donation, okay, with compliance thereof.

19 Second part is we have a motion to strike plaintiff's initial
20 expert report, an opposition and countermotion thereto. He's still
21 working --

22 MR. NITZ: Pardon me.

23 THE COURT: Go ahead.

24 MR. NITZ: I'm here today because I was named in the
25 OSC. Mr. Hendrickson is --

1 THE COURT: Sure.

2 MR. NITZ: -- here to argue the motions, and I'd ask to be
3 excused.

4 THE COURT: Of course. Of course. Of course. So -- and
5 let me be clear. The OSC is good cause vacated against Mr. Nitz,
6 and -- but Mr. Hendrickson and the law firm of Wright, Finlay, Zack,
7 is where the donation came from. Does that make it clear for the
8 record?

9 MR. NITZ: Yes, your Honor.

10 THE COURT: Okay. Thank you very much.

11 So motion to strike. Motion to strike. The Court's had an
12 opportunity to review the pleadings. The Court's going to have a
13 question just like it's in the motion, is the expert disclosure deadline
14 was March 15, and it looks it wasn't until May 15 that the
15 disclosures were done. It's your motion, counsel. Go ahead.

16 MS. HANKS: Yes, your Honor. It's -- it's all briefed there.
17 The expert deadline was 3/16/2018. They didn't serve the expert
18 disclosure until May 15, 2018. And then discovery closed on June
19 14, 2018. And what I wanted to highlight, though, is that the Bank's
20 countermotion is really not a countermotion. Under the local Rule
21 2.20, there is not one case cited, not one statute cited, and not one
22 rule cited, so it's not really a motion of any kind.

23 And if that wasn't enough, there's no Nutton in the
24 analysis. I mean, at -- at this juncture, they're in a position where
25 they need to do a Nutton analysis and ask this Court to reopen a

1 deadline that was in the scheduling order, and it's not there, so I
2 don't really think we even need to get to the Nutton merits because
3 it's not there in their motion. I think on those grounds alone you
4 can deny it and grant our motion to strike. But even so, there's
5 really no explanation as to why, when counsel did discover they
6 missed the deadline, that they didn't then bring the motion to
7 reopen and make it copacetic. They just decided to serve an expert
8 disclosure, I can only think with maybe in the hopes that maybe we
9 would miss it or that the Court would miss it, and we didn't,
10 obviously, and so we filed the motion. And here we are on the
11 brink of trial on August 14, and at the time they served the expert
12 disclosure, the rebuttal expert deadline had passed, so leaving us
13 with the only motion to file as a motion to strike, because we
14 couldn't have done a rebuttal without too being in violation of the
15 scheduling order.

16 So that's where we stand, your Honor. We would ask that
17 you strike the expert disclosure under Rule 16.1(e). There's
18 language that says it shall be stricken if they don't comply with
19 16.1. They're -- I don't think it's really disputed that there was no
20 compliance with 16.1, so that's the relief we're asking for, your
21 Honor.

22 THE COURT: Okay. Thank you. Quick point of
23 clarification. We show motion for summary judgment on 8/14, but
24 we show trial to commence 10 a.m. on 8/15.

25 MS. HANKS: : 15. I'm sorry. You're right.

1 THE COURT: Oh, no worries. I just wanted to make sure.

2 MS. HANKS: You're actually right.

3 THE COURT: Okay.

4 MS. HANKS: Yes, you are right on that.

5 THE COURT: There isn't -- with all the changeovers and
6 everything --

7 MS. HANKS: Nope.

8 THE COURT: I'm -- I'm double checking dates.

9 MS. HANKS: I misspoke. Yes.

10 THE COURT: If you have something different, let's just
11 make sure we're clear on it. I do appreciate it. Thank you.

12 Counsel, your response, please.

13 MR. HENDRICKSON: I directed my assistant to file these
14 expert disclosures. He indicated that he did. As soon as I caught it,
15 I brought it to my team lead's attention. I was told to serve the
16 disclosures even though they were late. There was no intention to
17 hide this, and -- they're late. And they're file stamped when they're
18 served. The -- they're -- you know, there's a date stamp when it's
19 served, so there was no intent to hide anything.

20 I -- I would just highlight that there wasn't, you know, any
21 prejudice to SFR in that, you know, we always disclose experts.
22 They know who our expert witness are -- you know, is, and, you
23 know, we -- we always use Mr. Dugan. And, you know, I offered to
24 allow SFR to stipulate to allow for a rebuttal disclosure, and they
25 opted not to do that. So, you know, I understand that this is within

1 the Court's purview to strike the expert disclosures, but in -- you
2 know, in point of fact, there's just simply no prejudice to SFR, and
3 with the HOA coming into the case, there's a possibility that these
4 deadlines all are reopened. And if there's, you know, further
5 discovery to be done, then SFR has the opportunity to name a
6 rebuttal expert at that point. So with that, I would submit it to the
7 Court and –

8 THE COURT: There's no Nutton analysis? Why not?
9 Nutton versus, you know -- you're -- you're familiar with the Nutton
10 case, right, the –

11 MR. HENDRICKSON: Yes, I am, your Honor. I -- that's –

12 THE COURT: -- Station Casino case. It's –

13 MR. HENDRICKSON: I mean, I prepared the motion and
14 had it reviewed by my managing counsel, and that's what was
15 submitted.

16 THE COURT: I appreciate it. Counsel, your final word.

17 MS. HANKS: Well, with respect to your -- I mean, if we're
18 going to get to the merits and the prejudice, your Honor, we would
19 be prejudiced. We do have a trial of August 15, and it's not simply
20 just reopening deadlines when parties miss it. If we were to hire an
21 expert for rebuttal, we'd be in a -- in a position where we'd have to
22 pay for an expedited report because the time was so truncated at
23 this point, so that's the prejudice. And we do routinely hire a
24 rebuttal expert. But -- and you can't look at cases happening
25 outside this universe of this case. To say that, well, they know that

1 we generally disclose Mr. Dugan is not sufficient. The -- the
2 analysis has to be within the universe of this case, not other cases.

3 THE COURT: Counsel is correct. The Court has to take
4 the case as it is currently, and there are several issues with this
5 case. It's fair to say a violation of 16.1(e). While I appreciate
6 somebody tells an assistant, it might be the same assistant that was
7 supposed to schedule you to be here at a pretrial conference. I
8 don't know. But the attorney takes the oath. The attorney is
9 responsible. The attorney has to follow up -- and not two months
10 later. And so it's pretty clear. It shall be stricken. The Court then
11 could have evaluated -- I mean, the Court's doing a two-prong
12 analysis. First, it says, shall be stricken, so I need to strike it.

13 The second independent basis, which equally would
14 support the fact that I have to grant the motion to strike the initial
15 expert report, is there isn't anything in the -- whether I take it from
16 the countermotion or whether I take it from the opposition or
17 whether I even take it with the facts of the case, that even
18 initial -- that there's any analysis there is good cause under Nutton.
19 And the movant has specifically set forth the prejudice, so even
20 under a balancing test and looking at all those factors, it still would
21 prevail on behalf of the movant, because you do have trial on
22 August 15, and this wasn't done until May. It was two months late.
23 There wasn't any -- and there was an easy opportunity of
24 somebody to -- to file a motion to reopen things back then, with the
25 idea -- while I'm appreciative that plaintiff's counsel's saying, well,

1 this case may reopen at some point because -- that -- I can't do it on
2 something that may happen. There is no pleadings before me
3 asking to reopen. There is nothing that -- the only pleadings before
4 me for this case is a calendar call, a motion to dismiss, and a
5 motion for summary judgment. Those are the only things that
6 currently this Court shows that are set for hearing, other than
7 today's hearing. MR. HENDRICKSON: Is the Court aware of
8 a -- a motion to reopen discovery and continue the trial filed on
9 OST by the -- or submitted on OST by the HOA, and that I move we
10 submit a joinder to that as well.

11 THE COURT: I do not show that anything -- I've just done
12 what is currently set to be heard. Okay. So -- and I look at the
13 future activity portion of the Odyssey screen. So that is what's on
14 the future activity portion of the Odyssey screen, and that's why I
15 read it as is. If there's something somewhere in the works
16 somewhere, I look at what is currently filed to be heard. So trial is
17 8/15. Motion for summary judgment -- I don't know why it's 8/14,
18 but it is. Motion to dismiss is also heard on 8/14 at 9:30, and yet,
19 you have your calendar call on 8/7, so the Court does find that there
20 is a prejudice. And if you had looked, the fact that the movant
21 waited, you know, to try and see if there was any motion filed. If
22 you take the motion to strike, it was done, you know, in June, so
23 there was even another month for plaintiff's counsel to have done
24 something after they did the disclosure to try and get some
25 exceptions. And so the Court finds, while, you know, I cannot look

1 at this in the universe of general all 116 cases. There are hundreds
2 and hundreds of them, and each one of them unique and different.
3 And as the appellate courts always remind district courts, we have
4 to look at the record on the -- a particular case. While we follow
5 precedent for concepts of law, we're looking at the facts, and we
6 have to look at these. It has to be on the particular case.

7 And the Court -- even if I were to take the countermotion
8 to try and say that there is some good cause, I don't see it, and so
9 the plaintiff's motion for initial expert report -- motion to strike
10 plaintiff's initial expert report is granted. The countermotion -- I'll
11 read it the way it was titled. The countermotion for late disclosure
12 is denied, and you all are moving forward with all your specific
13 dates. I do appreciate it. I'm going to ask counsel for SFR to please
14 prepare the order, circulate it to all parties, and provide it back to
15 the Court in accordance with EDCR 7.21. Thank you so much.

16 MS. HANKS: Countermotion --

17 THE COURT: I said the countermotion was denied.

18 MS. HANKS: Your Honor --

19 [Colloquy between Court and Staff]

20 MS. HANKS: : Sorry. Could I just get an extension on
21 doing the order after I get the transcript? Because you did make
22 some very specific findings, and I took some notes, but I'd like it to
23 be --

24 THE COURT: We just need to make sure we get it so that
25 it's timely, in accordance with the upcoming dates.

1 MS. HANKS: : Okay. I just wanted to ask for that –
2 THE COURT: That's fine.
3 MS. HANKS: -- for the record.
4 THE COURT: Just pop it and write -- and I don't know
5 how expedited of a transcript you're doing. If you're asking for 30
6 days, that's not really going to be doable –
7 MS. HANKS: No, I think I can do a –
8 THE COURT: -- because 30 days from today is –
9 MS. HANKS: I think I can do a four-day turnaround, your
10 Honor, is my understanding.
11 THE COURT: Okay. So you'd need –
12 MS. HANKS: So I will do a -- I will ask for a four-day
13 turnaround, then if I could just get the ten days not calculating until
14 I get the transcript, so –
15 THE COURT: That's fine.
16 MS. HANKS: -- I think that would be a total of 14 days.
17 THE COURT: That's fine. Any objection to that, so that
18 you can –
19 MR. HENDRICKSON: No.
20 THE COURT: -- circulate and see it as well? Okay.
21 MS. HANKS: Thank you, your Honor.
22 THE COURT: Okay. That's perfectly fine. Thank you. No
23 objection.
24 [Hearing concluded at 9:45 a.m.]
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ATTEST: I do hereby certify that I have truly and correctly transcribed the audio/video proceedings in the above-entitled case to the best of my ability.

A handwritten signature in cursive script, reading "Nicole Flaherty", written in dark ink.

Nicole Flaherty
Transcriber