

Goodwin Procter LLP
10250 Constellation Blvd.
Los Angeles, California 90067

1 BROOKS R. BROWN (SBN 250724)
bbrown@goodwinprocter.com
2 **GOODWIN PROCTER LLP**
10250 Constellation Blvd.
3 Los Angeles, California 90067
Tel.: 310.788.5100
4 Fax: 310.286.0992

5 ROBERT B. BADER (SBN 233165)
rbader@goodwinprocter.com
6 **GOODWIN PROCTER LLP**
Three Embarcadero Center, 24th Floor
7 San Francisco, California 94111
Tel.: 415.733.6000
8 Fax: 415.677.9041

9 Attorneys for Defendants: *Countrywide Home*
Loans, Inc. f/k/a Americas Wholesale Lender,
10 *Countrywide Home Loans, Inc., and*
Countrywide Bank, FSB
11

12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14 SAN FRANCISCO DIVISION

15 DOROTHY PERALTA, STEVEN S.
16 BIGVERDI, and JAMES MOSCOSO, on
behalf of themselves and others similarly
17 situated,

18 Plaintiffs,

19 v.

20 COUNTRYWIDE HOME LOANS, INC.
f/k/a AMERICAS WHOLESALE LENDER,
21 COUNTRYWIDE HOME LOANS, INC.,
and COUNTRYWIDE BANK, FSB; and
22 DOES 1 through 200, inclusive,

23 Defendants.
24
25

Case No. C 09-03288 PJH

**STIPULATION AND ~~PROPOSED~~ ORDER
EXTENDING DEADLINE FOR
DEFENDANTS COUNTRYWIDE HOME
LOANS, INC. F/K/A AMERICAS
WHOLESALE LENDER, COUNTRYWIDE
HOME LOANS, INC. AND COUNTRYWIDE
BANK, FSB TO RESPOND TO FIRST
AMENDED COMPLAINT**

Removed from Alameda County Superior Court,
Case No. RG 09455493

Judge: Hon. Phyllis J. Hamilton

1 Pursuant to Fed. R. Civ. P. 6(b) and Local Rule 6-1, plaintiffs Dorothy Peralta, Steven S.
2 Bigverdi and James Moscoso (collectively, “Plaintiffs”) and defendants named as Countrywide
3 Home Loans, Inc., Countrywide Home Loans, Inc. f/k/a America’s Wholesale Lender, and
4 Countrywide Bank, FSB (collectively, the “Countrywide Defendants”) (the Countrywide
5 Defendants, together, with Plaintiffs, the “Parties”), through their undersigned counsel, hereby
6 stipulate as follows:

7 WHEREAS, on June 2, 2009, Plaintiffs filed their Class Action Complaint for: Fraudulent
8 Omissions, Violation of Bus. & Prof. Code § 17200, *et seq.*, Breach of Contract, and Tortious
9 Breach of the Covenant of Good Faith and Fair Dealing (“Complaint”) in the Superior Court of
10 California, Alameda County (the “State Court Action”);

11 WHEREAS, on June 18, 2009, Plaintiffs filed their First Amended Class Action Complaint
12 for: Fraudulent Omissions, Violation of Bus. & Prof. Code § 17200, *et seq.*, Breach of Contract,
13 and Tortious Breach of the Covenant of Good Faith and Fair Dealing (“FAC”) in the State Court
14 Action;

15 WHEREAS, service of the Complaint was not effected upon the Countrywide Defendants;

16 WHEREAS, on or about July 16, 2009, Plaintiffs effected service of the FAC upon
17 Countrywide Home Loans, Inc.;

18 WHEREAS, before service of the FAC was effected upon the remaining Countrywide
19 Defendants, they timely removed the State Court Action to this Court pursuant to 28 U.S.C. §§
20 1331 and 1332, as amended in relevant part by the Class Action Fairness Act of 2005 and
21 authorized by 28 U.S.C. §§ 1367, 1441 and 1453 on July 17, 2009;

22 WHEREAS, under Fed. R. Civ. P. 81(c)(2), Countrywide Home Loans, Inc.’s time to
23 answer or otherwise plead in response following the removal was at least twenty (20) days after
24 service of the FAC. Fed. R. Civ. P. 81(c)(2);

25 WHEREAS, inasmuch as service had not been effected upon the remaining Countrywide
26 Defendants at the time of the removal, the Countrywide Defendants’ counsel contacted Plaintiffs’
27 counsel on July 20, 2009 to discuss a mutually agreeable date for the Countrywide Defendants to
28 answer or otherwise plead in response to the FAC;

1 WHEREAS, as a result of that conference and to ensure a coordinated response date,
2 Plaintiffs and the Countrywide Defendants agreed that the Countrywide Defendants should have
3 up to and including August 24, 2009 to answer or otherwise plead in response to the FAC;

4 WHEREAS, Plaintiffs and the Countrywide Defendants filed a Stipulation setting forth
5 their agreement on July 21, 2009. *See Stipulation* (July 21, 2009) (Docket No. 9);

6 WHEREAS, on August 19, 2009, the Countrywide Defendants' requested, and Plaintiffs'
7 counsel agreed to, a brief extension, up to and including September 1, 2009, of the current, agreed-
8 upon deadline for the Countrywide Defendants to answer or otherwise plead in response to the
9 FAC in light of a family medical emergency involving the mother one of its counsel, Robert B.
10 Bader, that has required him to travel out-of-state for an indefinite period;

11 WHEREAS, no party will be prejudiced by the stipulated-to extension of time; and

12 WHEREAS, this Stipulation is without prejudice to, or waiver of, any rights or defenses
13 otherwise available to the Parties in this action.

14

15 ///

16

17 ///

18

19 ///

20

21 ///

22

23 ///

24

25

26

27

28

1 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, between Plaintiffs,
2 by their undersigned counsel, and the Countrywide Defendants, by their undersigned counsel, that
3 the Countrywide Defendants shall have through and including September 1, 2009 to answer or
4 otherwise respond to the FAC in this action.

5
6 Respectfully submitted,

7 Dated: August 19, 2009

By: /s/ Brooks R. Brown

8 Brooks R. Brown
9 *bbrown@goodwinprocter.com*
10 **GOODWIN PROCTER LLP**
11 10250 Constellation Blvd.
12 Los Angeles, California 90067
13 Tel.: 310.788.5100

14 Robert B. Bader
15 *rbader@goodwinprocter.com*
16 **GOODWIN PROCTER LLP**
17 Three Embarcadero Center, 24th Floor
18 San Francisco, CA 94111
19 Tel.: 415.733.6000

20 Attorneys for Defendants:
21 *Countrywide Home Loans, Inc. f/k/a Americas*
22 *Wholesale Lender; Countrywide Home Loans,*
23 *Inc.; and Countrywide Bank, FSB*

24 ///

25 ///

26 ///

27 ///

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: August 19, 2009

/s/ David M. Arbogast
David M. Arbogast, Esq.
darbogast@law111.com
Jeffrey K. Berns, Esq.
jberns@jeffbernsllaw.com
ARBOGAST & BERNS, LLP
19510 Ventura Blvd., Suite 200
Tarzana, CA 91356

Gerson H. Smoger
gersonsmoger@gmail.com
Steven M. Bronson
steven.bronson@gmail.com
Mark T. Baller
mark.baller@gmail.com
SMOGER & ASSOCIATES
3175 Monterey Boulevard
Oakland, CA 94602-3560

Jonathan Shub, Esq.
jshub@seegerweiss.com
Miriam L. Schimmel
mschimmel@seegerweiss.com
SEEGER WEISS LLP
1515 Market Street, Suite 1380
Philadelphia, PA 19102

Attorneys for Plaintiffs:
*Steven S. Bigverdi, Dorothy Peralta and James
Moscoso*

///
///
///
///
///

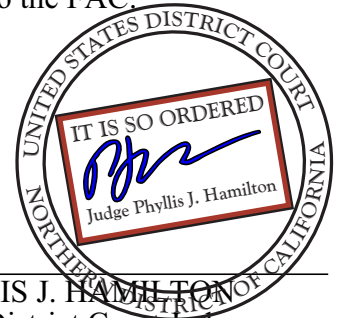
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~PROPOSED~~ ORDER

Pursuant to the foregoing Stipulation Extending Time, and for good cause having been shown, IT IS HEREBY ORDERED THAT the Countrywide Defendants shall have up to and including September 1, 2009 to answer or otherwise plead in response to the FAC.

IT IS SO ORDERED.

Dated: August 21, 2009, 2009



HON. PHYLLIS J. HAMILTON
United States District Court Judge