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12 Attorneys for Defendants
 13 U.S. BANK, N.A.; GMAC MORTGAGE,
 LLC (erroneously sued as GMAC Mortgage
 14 U.S.A. Corporation); and ETS SERVICES, LLC

15
 16 **UNITED STATES DISTRICT COURT**
 17 **CENTRAL DISTRICT OF CALIFORNIA — WESTERN DIVISION**
 18

19 ROBERT DE VICO, an individual,
 20 Plaintiff,

21 vs.

22 U.S. BANK, N.A., a corporation;
 23 GMAC MORTGAGE U.S.A.
 CORPORATION, a corporation; ETS
 24 SERVICES, LLC, a limited liability
 company; and Does 1 to 10, Inclusive,
 25 Defendants.
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Case No. 2:12-cv-08440 MMM (FFMx)
 Hon. Margaret M. Morrow
 Ctrm. 780

[PROPOSED] JUDGMENT

Action Filed: October 2, 2012

1 **[PROPOSED] JUDGMENT**

2 Upon consideration of the joint stipulation filed by plaintiff Robert De Vico
3 (“De Vico”) and defendants U.S. Bank, N.A., GMAC Mortgage, LLC, and ETS
4 Services, LLC (collectively, “Defendants”) (together, the “Parties”),

5 **IT IS HEREBY ORDERED AND ADJUDGED THAT:**

6 1. The loan documents that are the subject of this action, including, *inter alia*,
7 the promissory note for \$565,000 dated November 3, 2005, and made payable
8 to T.J. Financial, Inc., the assignor to U.S. Bank, N.A., as trustee; and the
9 deed of trust securing the promissory note, dated November 3, 2005, and
10 recorded by the Los Angeles County Recorder’s Office on November 15,
11 2005, as document number 05-2745537 (collectively, the promissory note and
12 deed of trust are referred to hereafter as the “Loan”), are, as of December 11,
13 2013, modified as follows:

- 14 a. The principal balance of the Loan shall be reduced to \$500,000 after
15 De Vico makes a contributory payment of \$3,453.08 on or before
16 January 17, 2014. This payment has been made.
- 17 b. The interest rate for the term of the Loan shall be reduced to and fixed
18 at 4.29%.
- 19 c. The monthly payment due under the Loan shall be \$3,453.08 per
20 month, with the first payment due on March 1, 2014, which payments
21 shall consist of (i) \$2,942.84 for principal and interest and (ii) \$510.24
22 for escrow of taxes and insurance (the parties agree and understand that
23 the tax and insurance portion of the payment is subject to periodic
24 changes throughout the remainder of the Loan).


25 2. Defendants shall pay settlement funds of \$7,500 to De Vico on or before
26 January 10, 2014. This payment has been made.

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- 3. To the extent that they are able, Defendants and their agents shall remove any negative credit reporting related to De Vico’s loan between January 1, 2014, and March 1, 2015, within 45 days of receipt of notice of entry of this signed judgment (the parties agree and understand that there is no guarantee that the credit reporting agencies will report De Vico’s credit consistent with Defendants’ reports).
- 4. De Vico shall release all claims that had accrued and were pending against Defendants and their agents as of March 25, 2015, and Defendants and their agents shall release all claims that had accrued and were pending against De Vico as of March 25, 2015.
- 5. This judgment does not affect the priority that the lien created by the deed of trust recorded November 15, 2005, would have absent this judgment.
- 6. Except as expressly modified herein, the terms and conditions of the Loan remain in full force and effect and the deed of trust shall continue to secure the note and all modifications thereto.
- 7. The current servicer of the Loan, Ocwen Loan Servicing, LLC, will modify the Loan in its system to reflect the above changes within 45 days of receipt of notice of entry of this signed judgment.

IT IS SO ORDERED AND ADJUDGED.

DATED: March 30, 2015



 Hon. Margaret M. Morrow
 United States District Court