

1 Robert H. Brumfield, III (State Bar No. 114467)
2 Email: bob@brumfield-haganlaw.com
3 BRUMFIELD & HAGAN, LLP
4 2031 F. Street, Bakersfield, California 93301
5 Telephone: (661) 215-4980
6 Facsimile: (661) 215-4989
7 Attorneys for Plaintiff

8 Paul G. Wersant (FL State Bar No. 48815)
9 Email: pgwersant@sequoiafinancialsolutions.com
10 6340 Sugarloaf Parkway Suite 200, Duluth, Georgia 30097
11 Telephone: (678) 775-6734
12 Facsimile: (678) 775-6701
13 Attorney *Pro-Hac Vice* for Plaintiff

14 Scott D. Perlman (State Bar No 128124)
15 Email: perlmanesq@hotmail.com
16 LAW OFFICES OF SCOTT D. PERLMAN
17 2204 Truxtun Avenue, Bakersfield, California 93301
18 Telephone: (661) 328-1986
19 Facsimile: (661) 328-1991
20 Bakersfield, California 93301
21 Attorneys for the Defendants

22 UNITED STATES DISTRICT COURT
23 EASTERN DISTRICT OF CALIFORNIA

24 LANDMARK EQUITY FUND II, LLC,

25 Plaintiff,

26 v.

27 JULIO ARIAS, a/k/a
28 JULIO ARIAS BALDERAS,
CECELIO ROSALES,
VIRGINIA ROSALES

Defendants.

CASE No. 1:15-cv-00202---JLT

CONSENT ORDER RESOLVING CASE

(Doc. 63)

Plaintiff and Defendants request entry of this Order. Having considered the record, the

Court Orders:

1. The case involves real property described as:

Lots 26 and 27 in Block 21 of Monte Vista Terrace, in the County of Kern, State of California, as per map, filed February 19, 1916 in Book 3, Page 12 of Maps, in the Office of the County Recorder of said county.

1 Address: 1524 Lincoln Street, Bakersfield, California 93305

2
3 Parcel No. 12815016, PIN: 128-150-16-00

4 2. On November 2, 2006, Defendant Arias executed promissory note in favor of WMC
5 Mortgage Co. in the sum of \$168,000.00, for which the Property was secured as collateral, per a
6 Deed of Trust, dated 11/2/06, recorded 11/28/06, Kern County Document No. 0206291233.

7 3. On October 30, 2008, MERS assigned the Note and Deed of Trust to Liquidation
8 Properties, Inc. n/k/a Citigroup Global Markets Realty Corp by an assignment recorded 12/18/08,
9 Kern County Document No. 0208195464.

10 4. In June 2011, Citigroup sold the loan to Residential Fund 76 LLC which sold it to
11 Landmark Financial Solutions, LLC [LFS].

12 5. On October 11, 2011, per the above purchase, Citigroup formally assigned the
13 Note and Deed of Trust to Residential Fund 76, LLC, per an assignment not yet recorded.

14 6. On October 28, 2011, per the above purchase, Residential formally assigned the
15 Note, Deed of Trust and 2010 Modification to LFS per an assignment not yet recorded. On
16 1/27/15, LFS assigned the Note, Deed of Trust and Modifications [the "Instruments"] to Plaintiff
17 by an assignment not yet recorded. Plaintiff filed this suit to enforce the Note and Deed of Trust
18 against the Defendants and the Property, which the Defendants contested.

19 7. Without any admission of liability, the parties agree to resolve this matter as
20 follows:

21 a. In exchange for the sum of \$80,000.00, paid or to be paid contemporaneously
22 with this Order, Plaintiff cancels the Note and Deed of Trust and modifications of same and
23 dismisses this case with prejudice by agreement of Defendants.

24 b. This Order may be recorded in the land records of Kern County, California to
25 that effect, in addition to any other documents reasonably required to be executed and/or recorded
26
27
28

1 regarding cancellation of the Note and Deed of Trust.

2 c. Plaintiff and the Defendants waive, release and discharge each other from any
3 and all claims, demands and/or causes of action they may have had against each other, as to and/or
4 related to this case, the Property, the Note, Deed of Trust and modifications , including all claims,
5 demands, or causes of action set forth in the suit. These waivers, releases and discharges shall
6 encompass the parties, their attorneys, agents and employees, heirs, assigns, successors and privies,
7 including FCI Lender Services, Inc., former servicer of this loan, Landmark Financial Solutions,
8 LLC and the family members of the Defendants, such as their domestic partners, spouse and
9 children. The parties agree to bear and are responsible for own attorney's fees and costs.

10 8. The Court approves the resolution of this case, set forth in this Order, which contains
11 the entire resolution of these matters between the parties, superseding all prior agreements and
12 understandings between them, oral and written.

13 9. By the signatures of their counsel, Plaintiff and Defendants consent and agree to
14 this Order, which the Court retains jurisdiction to enforce, including and making any and all
15 further orders as just and equitable.

16 10. Any pending motions are dismissed as moot and pending deadlines are terminated.
17 Pursuant to Federal Rule Civil Procedure 41, this case is **DISMISSED with prejudice**.

18 11. The Clerk is **DIRECTED** to close this case.

19 Consented to by: _____

20 BRUMFIELD & HAGAN, LLP
21 A Limited Liability Partnership

22 By: /s/ Robert H. Brumfield, III
23 Robert H. Brumfield, III
24 Attorney for Plaintiff

25 By: /s/ Paul G. Wersant
26 Paul G. Wersant

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

Attorney *Pro-Hac Vice* for Plaintiff

THE LAW OFFICES OF SCOTT D. PERLMAN

By: /s/ Scott D. Perlman
Scott D. Perlman, Esq.
Attorney for Defendants

IT IS SO ORDERED.

Dated: April 1, 2016

/s/ Jennifer L. Thurston
UNITED STATES MAGISTRATE JUDGE