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**MORTGAGE RECOVERY LAW GROUP LLP**  
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**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

FEDERAL DEPOSIT INSURANCE  
CORPORATION as Receiver for AMTRUST  
BANK,

Plaintiff,

vs.

FIRST PRIORITY FINANCIAL, INC., a  
California corporation,

Defendant.

Case No. 2:15-cv-02507-JAM/KJN

**STIPULATION FOR DISMISSAL WITH  
PREJUDICE; ORDER**

Judge John A. Mendez

1 Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), Plaintiff Federal Deposit  
2 Insurance Corporation as Receiver for AmTrust Bank and Defendant First Priority Financial, Inc.,  
3 through their respective counsel, hereby stipulate to the dismissal of this action with prejudice,  
4 each party to bear its own fees and costs incurred in connection with action. The parties further  
5 stipulate that this Court retain jurisdiction to enforce the terms of the executed settlement  
6 agreement, if necessary.

7  
8 SO STIPULATED.

9  
10 Dated: July 11, 2017

**MORTGAGE RECOVERY LAW GROUP LLP**

11  
12 By: /s/ Lauren M. Gibbs  
13 Paul A. Levin  
14 Lauren M. Gibbs  
15 Attorneys for Plaintiff Federal Deposit Insurance  
16 Corporation as Receiver for AmTrust Bank

17 Dated: July 11, 2017

**PATTON & SULLIVAN LLP**

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19 By: /s/ Randy Sullivan  
20 RANDY SULLIVAN  
21 Attorneys for Defendant  
22 First Priority Financial, Inc.

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**ORDER**

Pursuant to stipulation, this action is dismissed with prejudice. Each party shall bear its own attorneys' fees and costs. This Court shall retain jurisdiction to enforce the parties' settlement agreement.

**IT IS SO ORDERED.**

Dated: 7/11/2017

/s/ John A. Mendez  
JOHN A. MENDEZ  
United States District Court Judge