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Leo M. LaRocca, Esq. (SBN 115014)
NIVEN & SMITH
425 California Street, 15th Floor
San Francisco, CA 94104-2118
Telephone: 415.981.5451
Facsimile: 415.433.5439

Attorneys for Plaintiff/Counter-Defendant CALIFORNIA PACIFIC BANK

THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

CALIFORNIA PACIFIC BANK,
a California banking corporation,

Plaintiff,

vs.

BANK OF AMERICA, N.A., and DOES 1-20,
inclusive.

Defendants.

BANK OF AMERICA, N.A.,

Counter-Claimant,

vs.

CALIFORNIA PACIFIC BANK,
a California banking corporation,

Counter-Defendant.

Docket No. C07-03330 JCS

**STIPULATION AND ORDER DISMISSING
ENTIRE ACTION WITHOUT PREJUDICE**

Pursuant to Fed. R. Civ. P 41(a)(1) Plaintiff/Counter-Defendant CALIFORNIA PACIFIC BANK, and Defendant/Counter-Claimant BANK OF AMERICA, N.A., through their respective undersigned counsel of record, hereby stipulate to dismiss this action. The stipulation is made with reference to the following facts:

1. The parties are currently litigating all matters between them which arise out of the operative facts of the above entitled case (the "Operative Facts") in a separate and parallel lawsuit (including all its allegations, denials, counter claims, cross claims, answers and/or defenses of whatever nature) in Pinellas County, Florida entitled Bullard Electronics LLC v. Bank of America N.A. and California Pacific Bank, Action No. 522007CA00514XXCICI (Florida 6th Judicial Cir./Pinellas County. (the "Florida Action").

NIVEN & SMITH

425 CALIFORNIA STREET, 15TH FLOOR

SAN FRANCISCO, CALIFORNIA 94104-2118

TEL: (415) 981-5451

NIVEN & SMITH
455 CALIFORNIA STREET, 15TH FLOOR
SAN FRANCISCO, CALIFORNIA 94104-2118
TEL: 415.963-3451

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2. The parties wish to resolve all of their disputes arising out of the Operative Facts in the Florida Action.

3. By entering into this Stipulation, neither party waives any rights, allegations, denials, counter claims, cross claims, answers and/or defenses of whatever nature arising out of the Operative Facts, but instead the parties agree that all such rights, allegations, denials, counter claims, cross claims, answers and/or defenses of whatever nature shall be determined or otherwise resolved in the Florida Action.

4. Each party shall bear its own costs and attorney's fees incurred in the instant action and shall not claim them against the other.

NOW THEREFORE, the parties stipulate and agree that the entire action, including the complaint and counter-claim alleged in the instant action shall be and is dismissed without prejudice upon the above terms.

Dated: June 7, 2010

SEVERSON & WERSON

By:

MARK WRAIGHT

Attorneys for Defendant and Counter Claimant
Bank of America, N.A.

Dated: June 4, 2010

NIVEN & SMITH

By:

LEO M. LaROCCA

Attorneys for Plaintiff and Counter Defendant
CALIFORNIA PACIFIC BANK, a California banking corporation

ORDER

IT IS SO ORDERED.

Dated

JOSEPH C. SPERO

United States Magistrate Judge