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11 Attorneys for Plaintiff

12 UNITED STATES DISTRICT COURT

13 NORTHERN DISTRICT – SAN FRANCISCO DIVISION

14 RICARDO MARCELOS,

15 Plaintiff,

16 v.

17 EDWIN MAURICIO PARADA DOMINGUEZ,  
 GLENDA PARADA, LORENZO PARADA,  
 18 COUNTRYWIDE HOME LOANS, ARGENT  
 MORTGAGE COMPANY, LLC, ND  
 19 FINANCIAL SERVICES d/b/a/ PRIMESTAR  
 FINANCIAL SERVICES, SHOAIB MAHMUD,  
 20 COMMONWEALTH LAND TITLE  
 COMPANY, SUCCESSOR-IN-INTEREST TO  
 21 NEW CENTURY TITLE COMPANY,  
 RECONTRUST COMPANY, N.A., AND DOES )  
 22 1 through 100, )

23 Defendants. )

) Case No.: 08-00056 WHA

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) **STIPULATION AND [PROPOSED] ORDER**  
 ) **OF DISMISSAL WITH PREJUDICE OF**  
 ) **ARGENT MORTGAGE COMPANY, LLC**

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) **Fed. R. Civ. P. 41(a)(2)**

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1 Pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure, Plaintiff Ricardo  
2 Marcelos ("Plaintiff") and Defendant Argent Mortgage Company, LLC ("Argent"), by and through  
3 their respective counsel, all subject to the approval of this Court, hereby stipulate and agree as  
4 follows:

- 5 1. On January 4, 2008, Plaintiff filed his original Complaint ("Complaint") against Argent,  
6 among other defendants.
- 7 2. On May 12, 2008, Plaintiff filed his First Amended Complaint ("FAC") in the above-  
8 entitled First Amended Complaint against Argent, among other defendants.
- 9 3. On July 28, 2008, Argent filed its Answer to the FAC and Argent also filed counterclaims  
10 against Commonwealth, among other counterclaim defendants.
- 11 4. On August 5, 2008, at the parties' Settlement Conference before the Honorable Edward M.  
12 Chen, the parties reached a conditional settlement on the record in this action.
- 13 5. On September 9, 2008, the parties entered into a fully executed Settlement Agreement and  
14 Mutual Release ("Settlement Agreement").

15 Now therefore, based upon the foregoing, the parties hereto stipulate as follows:

- 16 1. Argent is dismissed from the First Amended Complaint, with prejudice, each party  
17 to bear their own fees and costs.

18  
19 DATED: September 24, 2008

LIUZZI, MURPHY & SOLOMON, LLP

20  
21 By:   
22 MICHAEL E. HALE

Attorneys for Plaintiff  
RICARDO MARCELOS

23  
24 DATED: September 24, 2008

BUCHALTER NEMER

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26 By: /s/ David M. Liu  
27 DAVID M. LIU

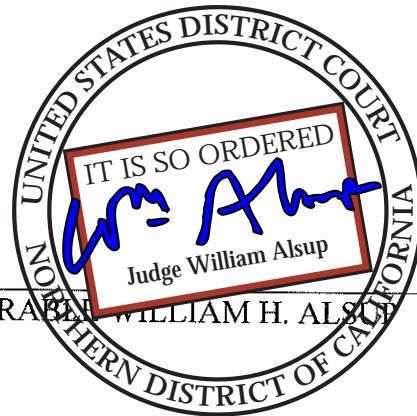
Attorneys for Defendant  
ARGENT MORTGAGE COMPANY, LLC

**ORDER**

Having read the foregoing stipulation of the Parties, and good cause appearing therefore, it is hereby ordered that Argent Mortgage Company, LLC be dismissed from the First Amended Complaint, with prejudice, each party to bear their own fees and costs.

**PURSUANT TO STIPULATION, IT IS SO ORDERED.**

Date: September 26, 2008



HONORABLE WILLIAM H. ALSUP

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