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14 UNITED STATES DISTRICT COURT
 15 NORTHERN DISTRICT – SAN FRANCISCO DIVISION

| | | |
|---------------------------------------|--|--|
| 16 RICARDO MARCELOS, | |) Case No.: 08-00056 WHA |
| 17 Plaintiff, | |) |
| 18 v. | |) STIPULATION AND ORDER FOR |
| | |) DISMISSAL OF SHOAIAB MAHMUD AND ND |
| 19 EDWIN MAURICIO PARADA DOMINGUEZ, | |) FINANCIAL SERVICES, INC. d/b/a |
| 20 GLENDA PARADA, LORENZO PARADA, | |) PRIMESTAR FINANCIAL SERVICES |
| 21 VIKI RAAB, COUNTRYWIDE HOME | |) |
| 22 LOANS, ARGENT MORTGAGE COMPANY, | |) Fed. Rule of Civ. Proc. 41(a)(1)(A)(ii) |
| 23 LLC, PRIMESTAR FINANCIAL SERVICES, | |) |
| 24 SHOAIAB MAHMUD, FINANCIAL TITLE | |) |
| 25 COMPANY, NEW CENTURY TITLE | |) |
| 26 COMPANY, RECONTRUST COMPANY, N.A. | |) |
| 27 AND DOES 1 through 100, | |) |
| 28 Defendants. | |) |


29 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

30 IT IS HEREBY STIPULATED by and between the parties, by and through their undersigned
 31 attorneys, that plaintiff's complaint, in its entirety, shall be dismissed with prejudice and on the merits
 32 but without costs or attorney fees to either party, and that judgment of dismissal with prejudice and on
 33 the merits may be entered hereon pursuant hereto without further notice. This dismissal is voluntary
 34 and based upon SHOAIAB MAHMUD and ND FINANCIAL SERVICES, INC. d/b/a PRIMESTAR

1 FINANCIAL SERVICES full compliance with the terms of the settlement agreement, namely timely
2 payment of \$35,000.00 to plaintiff and his attorneys of record.

3 Dated: January 14, 2009

LIUZZI, MURPHY & SOLOMON, LLP

4 By: 

5 Michael E. Hale
6 Attorney for Plaintiff

7 Dated: January ____, 2009

SHARTSIS FRIESE LLP

8 By: _____

9 Simone M. Katz
10 Attorney for defendants
11 New Century Title Co. and Viki Raab

12 Dated: January 14, 2009

LAW OFFICES OF STEVEN ROOD

13 By: /s/ Steven J. Rood

14 Steven J. Rood
15 Attorney for defendants Shoaib Mahmud
16 ND Financial Services, Inc. d/b/a
17 Primestar Financial Services

18 Dated: January 14, 2009

BUCHALTER NEMER

19 By: /s/ David M. Liu

20 David M. Liu
21 Attorney for defendants
22 Argent Mortgage Co. and Countrywide

23 IT IS SO ORDERED:

24 Based on the above, defendant ND FINANCIAL SERVICES, INC. d/b/a PRIMESTAR
25 FINANCIAL SERVICES is dismissed, with prejudice, from plaintiff's entire action, each party to
26 bear its fees and costs.

27 Dated: January ____, 2009

28 _____
Honorable William H. Alsup
United States District Judge

1 FINANCIAL SERVICES full compliance with the terms of the settlement agreement, namely timely
2 payment of \$35,000.00 to plaintiff and his attorneys of record.

3 Dated: January ____, 2009 LIUZZI, MURPHY & SOLOMON, LLP

4 By: _____
5 Michael E. Hale
6 Attorney for Plaintiff

7 Dated: January 8, 2009 SHARTSIS FRIESE LLP
8 By: _____
9 Simone M. Katz
10 Attorney for defendants
11 New Century Title Co. and Viki Raab

12 Dated: January ____, 2009 LAW OFFICES OF STEVEN ROOD
13 By: _____
14 Steven J. Rood
15 Attorney for defendants Shoaib Mahmud
16 ND Financial Services, Inc. d/b/a
17 Primestar Financial Services

18 Dated: January ____, 2009 BUCHALTER NEMER
19 By: _____
20 David M. Liu
21 Attorney for defendants
22 Argent Mortgage Co. and Countrywide

22 IT IS SO ORDERED:

23 Based on the above, defendant ND FINANCIAL SERVICES, INC. d/b/a PRIMESTAR
24 FINANCIAL SERVICES is dismissed, with prejudice, from plaintiff's entire action, each party to
25 bear its fees and costs.

26
27 Dated: January 16, 2009
28 _____
Honorable William H. Alsop
United States District Judge

