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Attorneys for Defendants

7 Countrywide Financial Corporation and

Countrywide Home Loans, Inc.

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UNITED STATES DISTRICT COURT

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NORTHERN DISTRICT OF CALIFORNIA

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JOSEPH CAMELLO; RENEE CAMELLO,

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Plaintiffs,

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vs.

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COUNTRYWIDE FINANCIAL
15 CORPORATION, etc., COUNTRYWIDE
HOME LOANS, INC., etc., *et al.*,

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Defendants.

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Case No.: C 08-cv-5479 JCS

**STIPULATION AND ~~PROPOSED~~ ORDER
TO TAKE MOTION TO DISMISS OFF
CALENDAR AND TO EXTEND
DEFENDANTS' DEADLINE TO RESPOND
TO AMENDED COMPLAINT**

Hearing Date: February 6, 2009

Time: 9:30 a.m.

Courtroom: A, 15th Floor

Judge: Hon. Joseph C. Spero

Complaint Filed: September 24, 2008

1 WHEREAS Countrywide Financial Corp. and Countrywide Home Loans, Inc.
2 (“Countrywide”) have filed a motion to dismiss presently set for hearing on February 6, 2009;

3 WHEREAS plaintiffs Joseph and Renee Camello filed a First Amended Complaint on
4 January 16, 2009; and

5 WHEREAS the parties have discussed the pending motion, the First Amended Complaint,
6 and whether settlement of this case was feasible and agreed upon the following:

7 A. It would make sense to take Countrywide’s Motion to Dismiss set for hearing on
8 February 6, 2009 off calendar since plaintiffs have amended their complaint;

9 B. The parties disagree as to whether the First Amended Complaint still states a
10 Federal Question—plaintiff contends it does not, Countrywide contends that the First Amended
11 Complaint still raises questions under the federal Alternative Mortgage Transaction Parity Act;

12 C. The parties agree that it would be more constructive for both sides to explore the
13 possibility of settlement at this juncture, rather than having either side immediately having to file
14 additional motions; and

15 D. A continuance of approximately 30 days on Countrywide’s deadline to respond to
16 the Amended Complaint—from January 29 to March 2—would give the parties a reasonable
17 opportunity to explore settlement without incurring substantial additional costs.

18 In light of the foregoing, the parties stipulate and request that the Court enter the
19 following Order:

20 1. The motion to dismiss set for hearing on February 6, 2009 is taken off calendar,
21 without prejudice.

22 2. Countrywide will have until March 2, 2009, to file its response to the First
23 Amended Complaint.

24 3. If the parties reach a settlement, they will promptly advise the Court.

25 IT IS SO STIPULATED.

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1 DATED: January 20, 2009

Nocos Law Firm, A Professional Corporation

2 /s/ *Reuben L. Nocos*

3 By: _____
4 Reuben L. Nocos

5 Attorneys for Plaintiffs
6 Joseph and Renee Camello

7 DATED: January 20, 2009

SEVERSON & WERSON
A Professional Corporation

8 /s/ *Sunny S. Huo*

9 By: _____
10 Sunny S. Huo

11 Attorneys for Defendants
12 Countrywide Financial Corporation and
13 Countrywide Home Loan, Inc.

14 I hereby attest that I have on file all
15 holograph signatures for any signatures
16 indicated by a "conformed" signature (/s/)
17 within this e-filed document.
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ORDER

March 13, 2009

GOOD CAUSE APPEARING, defendants' motion to dismiss set for hearing on ~~February~~
~~6, 2009~~ is taken off calendar, without prejudice. Defendants will have until March 2, 2009, to file
their response to the First Amended Complaint. If the parties reach a settlement, they will
promptly advise the Court. The case maangement conference, set for March 13, 2009, at
1:30 p.m., will remain on calendar. A joint case management conf. statement is due by 3/6/9.

DATED: Jan. 23, 2009

