

1 AKERMAN SENTERFITT LLP  
 2 DONALD M. SCOTTEN (CA SBN 190532)  
 3 Email: [donald.scotten@akerman.com](mailto:donald.scotten@akerman.com)  
 4 725 South Figueroa Street, 38<sup>th</sup> Floor  
 Los Angeles, California 90017-5433  
 Telephone: (213) 688-9500  
 Facsimile: (213) 627-6342

5 AKERMAN SENTERFITT LLP  
 6 JUSTIN D. BALSER (CA SBN 213478)  
 7 Email: [justin.balser@akerman.com](mailto:justin.balser@akerman.com)  
 8 The Kittredge Building  
 9 511 Sixteenth Street, Suite 420  
 Denver, Colorado 80202  
 Telephone: (303) 260-7712  
 Facsimile: (303) 260-7714

10 Attorneys for Defendant  
 AURORA LOAN SERVICES LLC

11 UNITED STATES DISTRICT COURT

12 NORTHERN DISTRICT OF CALIFORNIA - SAN FRANCISCO

13 MAJIMAN HAFIZ,  
 14 Plaintiff,

15 v.

16 AURORA SERVICES, a Business entity,  
 17 form unknown, CAL-WESTERN  
 RECONVEYANCE CORPORATION, a  
 18 Business entity, form unknown;  
 GREENPOINT MORTGAGE FUNDING,  
 19 INC., a business entity, form unknown;  
 and all persons unknown, claiming any  
 20 legal or equitable right, title estate, lien, or  
 interest in the property described in this  
 21 Complaint adverse to Plaintiff's title  
 thereto, and Does 1 though 30, inclusive,

22 Defendants.

Case No. 3: 09-cv-2083-MHP  
 Hon. Marilyn H. Patel

**FIRST STIPULATION RE  
 AMENDED COMPLAINT AND  
 AURORA LOAN SERVICES LLC'S  
 MOTION TO DISMISS  
 PLAINTIFF'S COMPLAINT,  
 MOTION TO EXPUNGE LIS  
 PENDENS, AND MOTION TO  
 STRIKE AS TO THE ORIGINAL  
 COMPLAINT**

Complaint Filed: May 6, 2009  
 Trial Date: None

24 **TO THE COURT ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

25 **PLEASE TAKE NOTICE** that plaintiff Majiman Hafiz (**plaintiff**) and  
 26 defendant Aurora Loan Services LLC (**Aurora**) hereby stipulate as follows:  
 27

1 WHEREAS, defendant Aurora filed a motion to dismiss plaintiff's complaint  
2 with prejudice pursuant to Fed. R. Civ. P. 12(b)(6), for an order expunging the *lis*  
3 *pendens* recorded by plaintiff, and to strike the prayer for punitive damages which  
4 motions were set for hearing before the Honorable James Larson, Chief Magistrate  
5 Judge on July 15, 2009 (*See* Docket Nos. 18 and 19);

6 WHEREAS, plaintiff declined to proceed before Judge Larson, and the matter  
7 was reassigned to Judge Patel's calendar. (*See* Docket Nos. 22 and 24);

8 WHEREAS, under Judge's Patel's standing order, Aurora is required to move *ex*  
9 *parte* for leave of Court to have its motions heard before the initial case management  
10 conference;

11 WHEREAS, plaintiff has represented to Aurora that she will file an amended  
12 complaint on or before July 13, 2009, dismissing, at minimum, the following claims as  
13 against Aurora:

14 1. First Cause of Action, for Declaratory Relief, insofar as the claim deals  
15 with issues surrounding possession of the promissory note, placement of the note in a  
16 trust pool, and fraud on the court.

17 2. Fifth Cause of Action for Violation of Equal Credit Opportunity Act

18 3. Violation of Fair Housing Act

19 4. Seventh Cause of Action for Contractual Breach of Implied Covenant of  
20 Good Faith and Fair Dealing

21 5. Eight Cause of Action for Violation of California *Civil Code* §§ 1920 and  
22 1921

23 6. Ninth Cause of Action for Violation of California *Civil Code* § 1916.7

24 7. Those portions of the Twelfth Cause of Action for Unfair Business  
25 Practices based on violations of California *Business and Professions Code* §§ 17500, *et*  
26 *seq.*

27 8. Thirteenth Cause of Action for Breach of Fiduciary Duty

1 WHEREAS, based on this representation by plaintiff, Aurora will refrain from  
2 requesting leave of Court to file its motion to dismiss to the original complaint and wait  
3 to respond to plaintiff's upcoming amended complaint to be filed on or before July 13,  
4 2009;

5 WHEREAS, plaintiff hereby agrees that she shall not take any action to move for  
6 entry of default against Aurora, and that, in the event plaintiff does not file an amended  
7 complaint by July 13, 2009, Aurora shall have an extension of time of 30 days from  
8 July 13, 2009 to move for leave of court and file its motion to dismiss, expunge the lis  
9 pendens, and strike as to her original complaint;

10 WHEREAS, plaintiff agrees that she will not oppose or otherwise object to any  
11 *ex parte* motion by Aurora to seek leave of Court to file its motions as described herein.

12 THEREFORE, the parties agree to the following:

- 13 1. Plaintiff shall amend her complaint on or before July 13, 2009.
- 14 2. Aurora shall not be required to move for leave of court to have its motion  
15 to dismiss, expunge lis pendens, and strike as to plaintiff's original complaint based on  
16 the representation by plaintiff that she will amend.
- 17 3. In the event plaintiff fails to amend by July 13, 2009, Aurora shall be  
18 entitled to seek leave of court (as described herein), without objection by plaintiff, to  
19 have its motions as to the initial complaint heard before the initial case management  
20 conference.
- 21 4. Plaintiff shall not make any attempt to seek Aurora's default in this matter  
22 concerning the original complaint.

23 IT IS SO STIPULATED.

1 Dated: July 1, 2009

Respectfully submitted,

2 **AKERMAN SENTERFITT LLP**

3 By: /s/ Justin D. Balsler  
4 Justin D. Balsler  
5 Attorneys for Defendants  
6 AURORA LOAN SERVICES LLC

7 **LAW OFFICES OF MAHESH BAJORIA**

8 By: /s/ Mahesh Bajoria\*  
9 Mahesh Bajoria  
10 Attorneys for Plaintiff  
11 MAJIMAN HAFIZ  
12 \* e-signature approved by plaintiff's  
13 counsel via email on July 1, 2009

14  
15  
16  
17  
18  
19 7/2/2009

