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 9 Default Resolution Network, a division  
 10 of Fidelity National Title Company  
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**UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA  
 SAN FRANCISCO DIVISION**

MATTHEW C. BROWN AND VALERIE )  
 BROWN )  
 Plaintiffs, )  
 v. )  
 OPTION ONE MORTGAGE )  
 CORPORATION, AMERICAN HOME )  
 MORTGAGE SERVICING INC, )  
 DEFAULT RESOLUTION NETWORK, )  
 SANDHILL FINANCIAL, AND DOES 1- )  
 100 )  
 Defendants. )

**CASE NO. 09-CV-5705 MHP**  
**STIPULATION AND ~~PROPOSED~~**  
**ORDER**  
 The Honorable Marilyn Hall Patel

Plaintiffs Matthew C. Brown and Valerie Brown (“Plaintiffs”) and Defendant Default Resolution Network (“DRN”), through their respective attorneys of record, set forth the following recitals and make these recitals as part of their agreement and stipulation:

**RECITALS**

1. On September 28, 2009, Plaintiffs filed an action entitled “Matthew C. Brown and Valerie Brown v. Option One Mortgage Corporation, et al.,” in San Mateo County Superior Court, Case No. CIV488380 (“Superior Court action”)
2. On December 4, 2009, the Superior Court action was removed to the United

1 States District Court, Northern District of California, San Francisco Division and assigned  
2 Case No. 09-CV-5705 MHP (hereinafter "the Action");

3 3. The subject matter of the Action arises out of Plaintiff's purchase of real property  
4 commonly known as 4000 Farm Hill Blvd., #112, Redwood City, California 94061 ("the  
5 Property");

6 4. In connection with Plaintiffs' purchase of the Property, Plaintiffs executed a  
7 promissory note in the amount of \$529,000 which was secured by a Deed of Trust dated  
8 May 19, 2006 and recorded on May 31, 2006 with the San Mateo County Recorder's Office  
9 as Instrument No. 2006-080961 ("Deed of Trust");

10 5. The Action seeks damages and remedies related to both the \$529,000 promissory  
11 note and the Deed of Trust;

12 6. DRN has been named as a defendant in the Action solely in its capacity as the  
13 agent for the trustee under the above-described Deed of Trust and has not been named as a  
14 defendant due to any acts or omissions on its part in the performance of its duties as the  
15 agent for the trustee; and

16 7. By way of the Action, Plaintiffs do not seek to recover any monetary damages  
17 from DRN.

18 Accordingly, the parties, and each of them, stipulate and agree as follows:

19 **STIPULATION**

20 1. The parties agree that California Civil Code section 2924/ applies wherein DRN  
21 has been named as a defendant in the Action solely in its capacity as the agent for the trustee  
22 under the above-described Deed of Trust and has not been named as a defendant due to any  
23 acts or omissions on its part in the performance of its duties as the agent for the trustee;

24 2. Plaintiffs do not seek to recover any monetary damages against DRN by way of  
25 the Action;

26 3. DRN agrees to be bound by whatever order or judgment that may be issued by the  
27 Court in the Action regarding the above Deed of Trust; and

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1 4. Plaintiffs stipulate that DRN shall not be required to participate any further in the  
2 Action.

3 Dated: January 22, 2010

MICHAEL ROONEY LAW OFFICE

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/s/  
MICHAEL ROONEY  
Attorney for Plaintiffs Matthew C.  
Brown and Valerie Brown

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9 DATE: January 22, 2010

/s/  
WILLIAM LEE  
Attorney for Defendant  
Default Resolution Network, a division  
of Fidelity National Title Company

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13 **PROPOSED ORDER**

14 The Court, having reviewed the aforementioned recitals and stipulation of the parties  
15 and good cause appearing,

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17 **IT IS HEREBY ORDERED**

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19 1. Plaintiffs cannot recover any monetary damages against DRN by way of the  
20 Action;

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22 2. DRN will be bound by whatever order or judgment that may be issued by the  
23 Court in this Action regarding the above Deed of Trust; and

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25 3. DRN shall not be required to participate any further in the Action.

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27 **IT IS SO ORDERED.**

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31 Dated: 1/26/2010

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