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11 Attorneys for Plaintiffs
 ELAINE MENDENHALL and JOHN MENDENHALL

12
 13 UNITED STATES DISTRICT COURT
 14 NORTHERN DISTRICT OF CALIFORNIA

15	ELAINE MENDENHALL and JOHN	)	CASE NO. 3:10-CV-05302-MMC
16	MENDENHALL III)	
17	Plaintiffs,	)	(Alameda Sup. Ct. Case No. HG10548034)
18	vs.	)	STIPULATION REGARDING WCS
19	JP MORGAN CHASE BANK, NATIONAL	)	LENDING, LLC'S MOTION FOR FEES
20	ASSOCIATION; CHASE HOME FINANCE,	)	AND COSTS AND ORDER THEREON
21	LLC; WCS LENDING LLC; TAL	)	Alameda Superior Court Complaint filed:
22	SHPRITZMAN; and DOES 1-20, inclusive,	)	10/8/2010
23	Defendants.	)	Notice of Removal filed: 11/22/2010
24		)	First Amended Complaint filed: 3/1/11
25		)	First Amended Complaint dismissed with
26		)	leave to amend: 4/25/11
27		)	Action Dismissed: 5/18/11
28		)	Judgment Entered Against Plaintiffs: 5/19/11

1 Plaintiffs ELAINE MENDENHALL and JOHN MENDENHALL III (“Plaintiffs”) and
2 Defendant WCS Lending, LLC (“WCS”) by and through their counsel, hereby stipulate as
3 follows:

4 WHEREFORE, on April 25, 2011, the Court granted WCS’s motion to dismiss Plaintiffs’
5 First Amended Complaint (“FAC”), granted defendants JP Morgan Chase Bank, N.A. and Chase
6 Home Finance LLC’s motion to dismiss the FAC, and provided Plaintiffs an opportunity to file a
7 Second Amended Complaint by May 13, 2011; and

8 WHEREFORE, Plaintiffs did not file a Second Amended Complaint in the time allotted
9 by the Court and on May 18, 2011, the Court dismissed the action; and

10 WHEREFORE, on May 19, 2011, final judgment was entered in the action; and

11 WHEREFORE, any motion for fees and costs must be filed by WCS, the prevailing
12 party, by June 2, 2011 pursuant to Rule 54-1 and 54-5 of the Civil Local Rules of the United
13 States District Court, Northern District of California; and

14 WHEREFORE, between May 26, 2011 and June 1, 2011, Plaintiffs and WCS, through
15 their counsel, met and conferred regarding WCS’s attorney’s fees and costs incurred in
16 connection with this action; and

17 WHEREFORE, during the meet and confer process, Plaintiffs and their counsel of
18 record, Tyler Hollingsworth, reached an agreed upon amount to satisfy WCS’s fees and costs in
19 connection with this action, and WCS agreed to not file a motion for fees and costs pending
20 receipt of the agreed upon amount; and

21 WHEREFORE, the agreed upon amount for WCS’s attorney’s fees and costs is a figure
22 reached through compromise and agreement of the parties and does not represent the total
23 amount of attorney’s fees and costs incurred by WCS with respect to this litigation and that
24 which WCS could seek by motion for attorney’s fees and costs; and

25 WHEREFORE, the parties enter into this Stipulation in order to protect WCS’s rights
26 with respect to bringing a motion for fees and costs should Plaintiffs and their counsel of record
27 not pay the agreed amount to satisfy such obligations; and

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WHEREFORE, the parties hereby agree and stipulate that should Plaintiffs and their counsel not pay the agreed upon amount, WCS can file a motion for fees and costs after June 2, 2011 and the time to file any such motion for attorney's fees and costs shall be extended until July 6, 2011.

WHEREFORE, by this stipulation, the parties respectfully request an order from this Court approving the stipulation and extending WCS's time to file any motion for attorney's fees and costs, if necessary.

IT IS SO STIPULATED.

Dated: June 1, 2011

GORDON & REES LLP

By: /s/ Tad A. Devlin
TAD DEVLIN
JOSHUA D. WATTS
Attorneys for Defendant
WCS LENDING, LLC

Dated: June 1, 2011

HOLLINGSWORTH LAW OFFICES

By: /s/Tyler Hollingsworth
TYLER HOLLINGSWORTH
Attorneys for Plaintiffs

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: June 2, 2011


The Honorable Maxine M. Chesney
United States District Court Judge