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17 Attorneys for Defendant WELLS FARGO BANK, N.A.,  
18 successor by merger to Wells Fargo Bank, Southwest,  
19 N.A., f/k/a Wachovia Mortgage, FSB, f/k/a World Savings  
20 Bank, FSB sued as "Wachovia now doing business as  
21 Wells Fargo Bank, N.A." ("Wells Fargo")

22 UNITED STATES DISTRICT COURT  
23 NORTHERN DISTRICT OF CALIFORNIA

24 ADALBERTO ZELAYA, ) Case No.: 3:11-cv-04609-JCS  
25 )  
26 Plaintiff, ) [Assigned to the Honorable Joseph C. Spero]  
27 )  
28 vs. ) **STIPULATION TO DISMISSAL WITH**  
 ) **PREJUDICE**  
29 WACHOVIA now doing business as WELLS )  
30 FARGO BANK, N.A., CAL-WESTERN )  
31 RECONVEYANCE CORPORATION and )  
32 Does 1 through 50, inclusive, )  
33 )  
34 Defendants. )  
35 )  
36 )  
37 )  
38 )

1 This stipulation is entered into by and between Plaintiff ADALBERTO ZELAYA and  
2 Defendant Wells Fargo Bank, N.A, successor by merger to Wells Fargo Bank Southwest, N.A.,  
3 formerly known as Wachovia Mortgage, FSB, formerly known as World Savings Bank, FSB  
4 (sued as “Wachovia now doing business as Wells Fargo Bank, N.A.”) (“Wells Fargo”).

5 The parties acknowledge and agree that Wells Fargo is under no obligation to modify the  
6 loan that is the subject of this action, or review the loan for modification; however, Wells Fargo is  
7 willing to do so under the terms and conditions described below:

- 8 A. The subject of this action is the loan to plaintiff made by Wells Fargo’s predecessor in  
9 interest, World Savings Bank, FSB (the “Loan”), which is secured by a deed of trust  
10 against the property located at 1600 El Verano Way, Belmont, California (the  
11 “Property”).
- 12 B. Plaintiff acknowledges that he has previously requested a modification of the Loan,  
13 and that Wells Fargo reviewed the Loan and denied modification of the Loan in good  
14 faith.
- 15 C. Plaintiff desires that Wells Fargo perform an additional modification review.
- 16 D. Wells Fargo is agreeable to performing such review so long as plaintiff dismisses this  
17 action with prejudice.

18 The parties stipulate and agree:

- 19 1. This action shall be dismissed with prejudice upon the filing of this stipulation.
- 20 2. Plaintiff shall have seven (7) days to submit to Wells Fargo a written request for  
21 modification and all documentation required by Wells Fargo. Wells Fargo will  
22 perform a modification review of the Loan and will notify plaintiff of its decision  
23 on the modification request in writing.
- 24 3. No trustee’s sale of the Property shall be held until at least 30 days after Wells  
25 Fargo’s written notification of the decision regarding loan modification.

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4. Counsels' facsimile signatures shall be the equivalent of original signatures for all purposes.

Date: October 28, 2011

WENDELL J. JONES

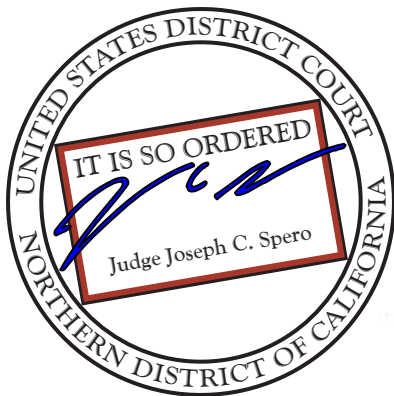
By:           /s/ Wendell J. Jones            
Attorney for Plaintiff ADALBERTO ZELAYA

Date: October 28, 2011

ANGLIN, FLEWELLING, RASMUSSEN  
CAMPBELL & TRYTTEN LLP

By: :           /s/ Leigh O. Curran            
Defendant WELLS FARGO BANK, N.A., successor by  
merger to Wells Fargo Bank, Southwest, N.A., f/k/a  
Wachovia Mortgage, FSB, f/k/a World Savings Bank,  
FSB sued as "Wachovia now doing business as Wells  
Fargo Bank, N.A."

Dated: 10/31/11



1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, declare that I am over the age of 18 and am not a party to this action.  
3 I am employed in the City of Pasadena, California; my business address is Anglin, Flewelling,  
4 Rasmussen, Campbell & Trytten LLP, 199 S. Los Robles Avenue, Suite 600, Pasadena,  
California 91101-2459.

5 On the date below, I served a copy of the following document(s):

6 **STIPULATION TO DISMISSAL WITH PREJUDICE**

7 on all interested parties in said case addressed as follows:

8 *Served Electronically via The Court's CM/ECF System:*

9 *Attorney for Plaintiff,*  
10 *Adalberto Zelaya:*

11  
12 Wendell J. Jones  
13 1901 S. Bascom Avenue  
14 Suite 333  
15 Campbell, California 95008  
16 Tel / Fax: (408) 371-7589

*Attorneys for Defendant,*  
*Cal-Western Reconveyance Corporation:*

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17  **BY MAIL:** By placing the envelope for collection and mailing following our  
18 ordinary business practices. I am readily familiar with the firm's practice of collecting  
19 and processing correspondence for mailing. On the same day that correspondence is  
20 placed for collection and mailing, it is deposited in the ordinary course of business with  
the United States Postal Service in Pasadena, California, in sealed envelopes with  
postage fully thereon.

21  **FEDERAL:** I declare under penalty of perjury under the laws of the United States of  
22 America that the foregoing is true and correct. I declare that I am employed in the office of a  
23 member of the Bar of this Court at whose direction the service was made. This declaration is  
executed in Pasadena, California, on **October 28, 2011.**

24  
25 Kimberly Wooten  
26 (Print name)

/s/ Kimberly Wooten  
(Signature)