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Attorney for Plaintiff  
RONDA CALEF

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

RONDA CALEF,

Plaintiff,

v.

WACHOVIA MORTGAGE  
CORPORATION; WELLS FARGO BANK,  
N.A.; NDEX WEST, LLC; and DOES 1-20;  
Defendants.

Case No: CV12-01392

**STIPULATION AND ~~PROPOSED~~  
ORDER REGARDING INJUNCTIVE  
RELIEF PENDING DECISION OF  
JURISDICTIONAL ISSUE**

Judge: Hon. Richard Seeborg

Action Removed: March 20, 2012

1  
2 **STIPULATION**

3 Plaintiffs Ronda Calef (the "Plaintiff") and Defendant Wells Fargo Bank, N.A. ("Wells  
4 Fargo") by, and through their respective counsel, jointly stipulate as follows:

5 WHEREAS, on March 12, 2012, the Plaintiff commenced this action in San Francisco  
6 County Superior Court;

7  
8 WHEREAS, also on March 12, 2012, the San Francisco County Superior Court granted  
9 plaintiff's unopposed ex parte application for a temporary restraining order enjoining a  
10 foreclosure sale scheduled for the next day;

11 WHEREAS, the San Francisco County Superior Court further ordered that the plaintiff  
12 post a \$2,000 bond by 12:00 p.m. on March 19, 2012 and set a hearing on a motion for a  
13 preliminary injunction for March 29, 2012 at 9:30 a.m.;

14 WHEREAS, the Plaintiff did post the bond of \$2,000 before noon on March 19, 2012;

15 WHEREAS, on March 20, 2012, Defendant Wells Fargo Bank, N.A. removed this action  
16 from San Francisco County Superior Court to this Court;

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18 WHEREAS, on March 28, 2012, Defendant NDEX West, LLC joined in Wells Fargo's  
19 Notice of Removal;

20 WHEREAS, on April 3, 2012, Wells Fargo Bank, N.A. filed a motion to dismiss the  
21 plaintiff's complaint pursuant to Federal Rule of Civil Procedure 12(b)(6);

22 WHEREAS, on April 11, 2012, the Plaintiff filed a motion to remand this case to state  
23 court and, in the alternative, a motion for a preliminary injunction;

24  
25 WHEREAS, the Plaintiff and Wells Fargo Bank, N.A. previously stipulated to postpone  
26 the foreclosure sale until May 17, 2012 in order for the plaintiff's motions to remand and motion  
27 for a preliminary injunction, and Wells Fargo Bank, N.A.'s motion to dismiss, could be heard;

1           WHEREAS, the Court issued an order on May 8, 2012 ordering NDEX West, LLC to  
2 provide additional evidence regarding its citizenship;

3           WHEREAS, the Court ruled that Wells Fargo Bank, N.A. should either inform the  
4 Court by May 15, 2012 that it intends on postponing the foreclosure sale until an appropriate day  
5 in June or submit a memorandum of points and authorities in support of why they should not  
6 have to do so;

7           WHEREAS, Wells Fargo Bank, N.A. has requested that the Plaintiff post a bond in  
8 exchange for their agreement to postpone the foreclosure sale for 30 days, pursuant to Federal  
9 Rule of Civil Procedure 65;

10           WHEREAS, the Plaintiff has agreed in good faith to make a payment of \$3,500 into the  
11 Court's registry, as security for this injunctive relief;

12           WHEREAS, neither Party waives their rights to request a higher or lower bond amount  
13 should a preliminary injunction issue in this Court or, if this case is remanded, in state court;

14           WHEREAS, either the Plaintiff or Wells Fargo may file a motion to recover this  
15 monetary bond in this Court, pursuant to Federal Rule of Civil Procedure 65, after the conclusion  
16 of this action, whether the case remains in this Court or is remanded to state court;

17           NOW IT IS HEREBY STIPULATED AND AGREED by and between Wells Fargo and  
18 Plaintiff, through their undersigned counsel of record that:

- 19
- 20           1. The Plaintiff shall have up to and including May 15, 2012 to make a payment of  
21           \$3,500 into the Court's registry;
  - 22           2. Wells Fargo will not conduct a foreclosure sale of the plaintiff's home, located at  
23           1908 Buchanan Street, San Francisco, CA 94115 until at least June 16, 2012;
  - 24           3. Nothing in this stipulation should be construed as a waiver of either party's argument  
25           that, should a preliminary injunction be issued in either this Court or in state court,  
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- 27  
28

1 the amount of the preliminary injunction bond should be different than the amount  
2 agreed to in this stipulation;

- 3 4. This stipulation is the entire agreement between the parties regarding their agreement  
4 that no foreclosure sale will transpire on the plaintiff's home pending the Court's  
5 decision on the plaintiff's motion to remand. There are no understandings,  
6 agreements, or representations, oral or written, not specified herein regarding this  
7 agreement.  
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10 IT IS SO STIPULATED.

11  
12 Dated: May 10, 2012

**The Goodell Law Firm**  
Nelson W. Goodell

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14  
15 By: /s/ Nelson W. Goodell  
16 NELSON W. GOODELL  
17 Attorney for Plaintiff  
Ronda Calef

18 Dated: May 10, 2012 **ALLEN MATKINS LECK GAMBLE MALLORY & NATSIS LLP**


19  
20 By: Keith D. Yandell  
21 KEITH D. YANDELL  
22 Attorney for Defendant  
23 Wells Fargo Bank, NA  
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**ORDER**

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2 Having reviewed the Joint Stipulation of Plaintiff Ronda Calef and  
3 Defendant Wells Fargo Bank, N.A., and for good cause shown, the Court hereby orders:

- 4 1. The Plaintiff shall make a payment in the amount of \$3,500 by no later than  
5 May 15, 2012;  
6  
7 2. Wells Fargo will not cause a trustee's sale of the plaintiff's home, which is located  
8 at 1908 Buchanan Street, San Francisco, CA 94115, any earlier than June 16, 2012.

9  
10 Dated: 5/10/12

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13 Honorable Richard Seeborg  
14 United States District Judge  
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