

LOMBARDI, LOPER & CONANT, LLP  
Lake Merritt Plaza  
1999 Harrison Street, Suite 2600  
Oakland, CA 94612-3541

1 LEORA R. RAGONES, State Bar No. 215423  
lragones@llcllp.com  
2 LOMBARDI, LOPER & CONANT, LLP  
Lake Merritt Plaza  
3 1999 Harrison Street, Suite 2600  
Oakland, CA 94612-3541  
4 Telephone: (510) 433-2600  
Facsimile: (510) 433-2699  
5

6 Attorneys for Plaintiff and Counter-Defendant  
7 NATIONAL CREDIT UNION  
ADMINISTRATION BOARD ACTING IN ITS  
8 CAPACITY AS LIQUIDATING AGENT FOR  
9 CHETCO FEDERAL CREDIT UNION

10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA

12 CHETCO FEDERAL CREDIT UNION,

13 Plaintiff,

14 v.

15 CAPPY DOBBS, an individual; JUDITH  
ANN DOBBS, an individual; CONE  
16 ROCK, INC. a California corporation; and  
DOES 1 through 100, inclusive,

17 Defendants.

18 CAPPY DOBBS, an individual; JUDITH  
ANN DOBBS, an individual; CONE  
19 ROCK, INC. a California corporation,

20 Cross-Complainants,

21 v.

22 CHETCO FEDERAL CREDIT UNION, a  
23 federal credit union; and DOES 1 through  
100, inclusive,

24 Cross-Defendants.  
25

Case No. CV-13-1571-SC

26 **STIPULATION FOR DISMISSAL AND  
27 REQUEST THAT COURT RETAIN  
28 JURISDICTION TO ENFORCE TERMS  
OF SETTLEMENT**

Date: November 21, 2014  
Time: 10:00 a.m.  
Courtroom: 1, 17<sup>th</sup> Floor  
Judge: Samuel Conti

26 Pursuant to Federal Rule of Civil Procedure, Rule 41(a)(2), Plaintiff and Counter-  
27 Defendant National Credit Union Administration Board, acting in its capacity as liquidating agent  
28 for Chetco Federal Credit Union ("Liquidating Agent") and Defendants and Counter-Claimants

1 Cappy Dobbs, Judith Ann Dobbs, and Cone Rock, Inc. hereby stipulate to and request the Court  
2 enter an Order: (1) dismissing the case pursuant to the settlement agreement between the parties;  
3 and (2) expressly reserving continuing jurisdiction to enforce the settlement agreement for the  
4 reasons set forth below:

5 The case relates to loans between the liquidated credit union, Chetco Federal Credit Union  
6 (“Chetco”), and Defendants. Prior to liquidation, Chetco filed suit for judicial foreclosure based  
7 on alleged non-payment of one of several loans. Defendants filed a cross-claim in state court  
8 asserting that the credit union improperly applied funds from a Certificate of Deposit (CD) to  
9 delinquent loan payments on various loans, which they contended violated California’s “one-  
10 form-of-action” rule (California Code of Civil Procedure § 726). Defendants sought to quiet title  
11 and sought an order stating that Liquidating Agent no longer had a security interest in any of the  
12 properties that secured all the loans previously held by Chetco.

13 Upon liquidation, Liquidating Agent removed the case to federal court pursuant to statute  
14 (12 U.S.C. § 1789) and was substituted in the case as the proper party.

15 The parties have agreed to resolve the case and all issues regarding all loans between  
16 them, and have signed a settlement agreement that reflects the terms of settlement. In the  
17 settlement agreement, the parties expressly consented to the Court retaining jurisdiction to  
18 enforce the terms of the settlement if necessary.

19 The parties have already complied with some terms of the settlement, but the parties have  
20 until November 2015 to comply with many of the remaining terms.

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 As a result, the parties seek to dismiss the case based on the settlement but request that the  
2 Court explicitly condition the dismissal upon retaining jurisdiction to enforce the terms of the  
3 settlement.

4  
5 Dated: October\_23, 2014

LOMBARDI, LOPER & CONANT, LLP

6  
7 By: /s/ Leora R. Ragonas

TIMOTHY J. MCCAFFERY  
LEORA R. RAGONES  
Attorneys for Plaintiff and Cross-  
Defendant NATIONAL CREDIT UNION  
ADMINISTRATION BOARD as  
Liquidating Agent for CHETCO  
FEDERAL CREDIT UNION

8  
9  
10  
11  
12 Dated: October 23, 2014

MICHELMAN & ROBINSON, LLP

13  
14 By: /s/ David C. Lee

DAVID C. LEE  
Attorneys for Defendants and Cross-  
Claimants CAPPY DOBBS, JUDITH  
DOBBS AND CONE ROCK, INC.

15  
16  
17  
18 **ORDER**

19 The above REQUEST FOR DISMISSAL IS GRANTED, with the EXPRESS  
20 RETENTION OF JURISDICTION over the settlement agreement and terms between the parties.

21  
22 IT IS SO ORDERED.

23 Dated: 10/27/2014



HONORABLE SAMUEL CONTI