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 BANK OF AMERICA, N.A.
 12 THE BANK OF NEW YORK MELLON

13
 14 **UNITED STATES DISTRICT COURT**
 15 **NORTHERN DISTRICT OF CALIFORNIA**
 16

17 TINA M. VASQUEZ, an individual,
 18 Plaintiff,
 19 v.
 20 BANK OF AMERICA, N.A., a national
 association; THE BANK OF NEW YORK
 MELLON; and Does 1-50, inclusive,
 21 Defendants.
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CASE NO.: 3:13-CV-02902-JST

**JOINT STIPULATION FOR STAY OF
 PROCEEDINGS; [~~PROPOSED~~]
 ORDER**

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RECITALS

This stipulation is entered into by and between Plaintiff TINA VASQUEZ (“Plaintiff”) and Defendants BANK OF NEW YORK MELLON and BANK OF AMERICA (“Defendants”). The parties, by and through their respective counsel, hereby stipulate and agree as follows:

- 1. WHEREAS, Plaintiff filed the above-referenced action on June 24, 2013;
- 2. WHEREAS, following a series of amendments and Motions, on April 22, 2014, the Court issued an Order on Defendants’ Motion to Dismiss Plaintiff’s Second Amended Complaint. As a result of the Order, Defendants are required to file an Answer to the surviving causes of action by no later than May 12, 2014 and a Joint Case Management Conference is currently scheduled for May 28, 2014;
- 3. WHEREAS, on or around March 20, 2014, Plaintiff received a Trial Payment Plan from Defendants whereby she is required to make three monthly payments beginning on April 1, 2014;
- 4. WHEREAS, following the completion of the Trial Payment Plan, in or around June 2014, Plaintiff is expected to receive a permanent loan modification;
- 5. WHEREAS, following receipt of a permanent loan modification, the parties have agreed to endeavor to reach a final settlement of this matter in its entirety;
- 6. WHEREAS, the Parties agree that judicial economy and the interests of the parties in avoiding unnecessary expenses would be best served and promoted by stay the litigation for a period of one-hundred and twenty (120) days, in order to reach a settlement of this matter.

STIPULATION

NOW, THEREFORE, Plaintiff and Defendants, by and through their respective counsel, in order to continue their settlement negotiations, reduce the costs of litigation, and unburden the Court’s docket, agree and stipulate as follows:

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1 1. The litigation is stayed, in its entirety, for a period of one-hundred and twenty (120) days,
2 up to, and including, August 22, 2014.

3 **IT IS HEREBY AGREED TO AND STIPULATED:**

4
5 DATE: MAY 5, 2014

MELLEN LAW FIRM

7 By: /s/ Sarah Adelaars _____
8 Sarah Adelaars
9 Attorney for Plaintiff
TINA VAQUEZ

10 DATE: MAY 5, 2014

MCGUIREWOODS LLP

12 By: /s/ Lila Y. Al-Marhoon _____
13 Lila Y. Al-Marhoon
14 Attorney for Defendants
15 BANK OF NEW YORK MELLON
16 BANK OF AMERICA

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PROPOSED ORDER

Having reviewed the Stipulation of Plaintiff TINA VASQUEZ and Defendants BANK OF NEW YORK MELLON and BANK OF AMERICA and good cause appearing therefore,

1. The litigation is stayed, in its entirety, for a period of one-hundred and twenty (120) days, up to, and including, August 22, 2014.

IT IS SO ORDERED.

DATE: May 6, 2014

