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6 **ADDITIONAL COUNSEL LISTED**
 7 **ON SIGNATURE PAGE**

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

10 WELLS FARGO BANK, NATIONAL
 11 ASSOCIATION, as Trustee, *et al.*

12 Plaintiffs,

13 v.

14 CITY OF RICHMOND, CALIFORNIA, a
 15 municipality; and MORTGAGE
 RESOLUTION PARTNERS LLC, a Delaware
 16 limited liability company,

17 Defendants.

Case No. 3:13-cv-03663-CRB

JOINT STIPULATED
ADMINISTRATIVE MOTION FOR
LEAVE TO EXCEED PAGE LIMITS

FILED CONCURRENTLY HEREWITH:
STIPULATION; [PROPOSED] ORDER

[Civil L.R. 7-11 & 7-12]

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 19 Pursuant to Civil Local Rules 7-11 and 7-12, and the stipulation concurrently filed
 20 herewith, the undersigned parties, by and through their counsel, hereby respectfully submit this
 21 joint stipulated administrative motion requesting that the Court grant both Plaintiffs and
 22 Defendants leave to exceed this Court's Standing Order page limit for opening and opposition
 23 briefs, and Civil Local Rule 7-3(c)'s page limit for reply briefs, with regard to their memoranda
 24 of points and authorities in support of, and in opposition to, Plaintiffs' Motion for Preliminary
 25 Injunction ("PI Motion").

26 Plaintiffs' complaint in the above-entitled action asserts claims against the City of
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1 Richmond and Mortgage Resolution Partners LLC (“Defendants”) alleging that the use of the
2 City of Richmond’s power of eminent domain to seize certain mortgage loans is unconstitutional,
3 including claims alleging the following:

- 4 • Violation of the “Public Use” requirement and the prohibitions against extraterritorial
5 seizures under the Takings Clauses of the U.S. and California Constitutions;
- 6 • Violation of the Commerce and Contracts clauses of the U.S. Constitution; and
- 7 • Violation of the “Just Compensation” requirements of the Takings Clauses of the U.S.
8 and California Constitutions.

9 Pursuant to Civil Local Rule 7-12, counsel for the undersigned parties have stipulated as
10 follows:

11 1. Defendants do not object to the as-filed page length (22 pages, exclusive of title
12 pages, indexes of cases, table of contents, exhibits, affidavits, and summary of argument) of
13 Plaintiffs’ opening Memorandum of Points and Authorities in support of Plaintiffs’ PI Motion.

14 2. Plaintiffs do not object to Defendants’ filing a Memorandum of Points and
15 Authorities in opposition to Plaintiffs’ PI Motion of up to 27 pages, exclusive of title pages,
16 indexes of cases, table of contents, exhibits, affidavits, and summary of argument.

17 3. Defendants do not object to Plaintiffs’ filing a Reply Memorandum of Points and
18 Authorities in support of Plaintiffs’ PI Motion of up to 20 pages, exclusive of title pages, indexes
19 of cases, table of contents, exhibits, affidavits, and summary of argument.

20 In order to adequately address each of the constitutional claims at issue, as well as the
21 other factors that must be weighed with regard to Plaintiffs’ PI Motion, the parties respectfully
22 request that the Court permit both Plaintiffs and Defendants to file memoranda of points and
23 authorities in excess of the 15-page limit for opening and opposition briefs as set forth in
24 Paragraph 5 of this Court’s Standing Order and the 15-page limit for reply briefs as set forth in
25 Civil L.R. 7-3(c).
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Dated: August 22, 2013

Respectfully submitted,

ROPES & GRAY LLP

By: /s/ Rocky C. Tsai

Rocky C. Tsai

ATTORNEYS FOR PLAINTIFFS WELLS
FARGO BANK, N.A., AS TRUSTEE;
DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE; AND DEUTSCHE
BANK TRUST COMPANY AMERICAS, AS
TRUSTEE

ALTSHULER BERZON LLP

By: /s/ Scott A. Kronland

Scott A. Kronland

ATTORNEYS FOR DEFENDANTS

I attest that concurrence in the filing of this document has been obtained from Scott A.
Kronland, whose conformed signature is set forth above.

/s/ Rocky C. Tsai

Rocky C. Tsai