1 2 3 4 5 6 7 8	BRIAN M. GROSSMAN (SBN 166681) ELINA ANTONIOU (SBN 274014) TESSER RUTTENBERG & GROSSMA 12100 Wilshire Boulevard, Suite 220 Los Angeles, California 90025 Telephone: (310) 207-4022 Facsimile: (310) 207-4033 Email: bgrossman@trgllp.com eantoniou@trgllp.com Attorneys for Substituted Plaintiff BRE-2, INC.		
9	UNITED STATES DISTRICT COURT		
10	NORTHERN DISTRICT OF CALIFORNIA		
11			
12	LPP MORTGAGE LTD., a Texas limited partnership	CASE NO. 3:13-cv-04330-JSC	
13	Plaintiff,	[Hon. Jacqueline S. Corley]	
14	VS.	FIFTH SUPPLEMENTAL JOINT CASE MANAGEMENT	
15	ONDYN HERSCHELLE, individually	STATEMENT	
16	and as Trustee of the Esther Herschelle 2003 Trust dated November 24, 2003	Date: June 11, 2015 Time: 1:30 p.m.	
17	and the Ondyn Herschelle 2003 Trust	Dept.: F	
18	dated November 24, 2003; and CRANBERRY FINANCIAL, LLC, a Delaware limited liability company,		
19	Defendants.		
20			
21			
22			
23	Plaintiff BRE-2, Inc. ("Plaintiff") and defendant Ondyn Herschelle ("Ondyn")		
24	respectfully submit the following Fifth Supplemental Joint Case Management		
25	Conference Statement. Defendant Cranberry Financial, LLC ("Cranberry") has been		
26	defaulted. [Dkt. 30 (Entry of Default against Cranberry)].		
27	///		
28	///		
	JOINT CASE MANAGEMENT STATEMENT		
	(Case No. 3:13-cv-04330-JSC)		

## JOINT CASE MANAGEMENT STATEMENT

2

1

The parties would respectfully refer the Court to their prior Joint Case Management Statements, which set forth the facts and legal issues in this case, and provide additional information required by the Local Rules. [Dkt. 41, 49, 55, 56 and 58]. Since the last Case Management Conference held on October 2, 2014, the parties attended a mediation on December 15, 2014, which resulted in a tentative settlement. [Dkt. 54]. After some delay, a Forbearance and Modification Agreement (the "Forbearance Agreement") was entered into effective May 12, 2015.

Pursuant to the Forbearance Agreement, Plaintiff agreed to forbear from exercising its rights and remedies under the applicable Promissory Note and Deed of Trust through June 30, 2015. Plaintiff also agreed to cancel and rescind its nonjudicial foreclosure proceedings (which it did). Ondyn agreed to stipulate to a judicial foreclosure if Plaintiff's loan is not paid in full by the end of the forbearance period (*i.e.*, June 30, 2015).

If Ondyn pays the loan in full by the June 30<sup>th</sup> deadline, then Plaintiff will seek
to dismiss this action. If she does not, then Plaintiff will move for a judgment of
foreclosure pursuant to the parties' stipulation. In either case, the parties will know
in which direction this case is heading within the next 30 days. Therefore, the parties
respectfully request that the Court continue the Case Management Conference for
not less than 30 days.

23 DATED: June 3, 2015

22

24

25

26

27

28

TESSER RUTTENBERG & GROSSMAN LLP BRIAN M. GROSSMAN ELINA ANTONIOU

> /s/ Brian M. Grossman Attorneys for Plaintiff BRE-2, INC. E-mail: <u>bgrossman@trgllp.com</u>

## JOINT CASE MANAGEMENT STATEMENT (Case No. 3:13-cv-04330-JSC) - 2 -

