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10 Attorneys for NATIONSTAR  
 11 MORTGAGE LLC, doing business as  
 12 CHAMPION MORTGAGE COMPANY,  
 erroneously sued as CHAMPION  
 MORTGAGE COMPANY

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

16 WILLIE YORK, et al.,  
 17 Plaintiffs,  
 18 vs.  
 19 BANK OF AMERICA, et al.,  
 20 Defendants.

CASE NO. 14-CV-02471-RS  
**STIPULATION AND ~~PROPOSED~~**  
**ORDER FOR THE COURT TO**  
**RETAIN JURISDICTION FOR**  
**LIMITED PURPOSES OF**  
**ENFORCING SETTLEMENT**  
 JUDGE: Hon. Richard Seeborg  
 TRIAL DATE: March 19, 2018

22 **TO THE HONORABLE COURT AND TO ALL PARTIES AND THEIR**  
 23 **ATTORNEYS OF RECORD:**

24 **PLEASE TAKE NOTICE THAT IT IS HEREBY STIPULATED** by and  
 25 between Plaintiffs Willie York and Carolyn York Miles (collectively, "Plaintiffs")  
 26 and Defendants Nationstar Mortgage LLC doing business as Champion Mortgage  
 27 Company erroneously sued as Champion Mortgage ("Champion"), and Bank of  
 28 America, N.A. ("BANA") (collectively, "Defendants"), through their respective

Case No. 14-CV-02471-RS

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STIPULATION AND [PROPOSED] ORDER FOR THE COURT TO RETAIN JURISDICTION FOR LIMITED  
 PURPOSES OF ENFORCING SETTLEMENT

1 counsel of record, based upon the following recitals:

2 WHEREAS, Plaintiffs filed the matter of *Willie York et al. v. Bank of*  
3 *America, N.A. et al.*, U.S. District Court for the Northern District of California, Case  
4 No. 3:14-cv-02471-RS, on or about May 29, 2014 alleging claims related to real  
5 property located at 80 Conkling Street, San Francisco, California 94124 (the  
6 “Subject Property”) against Champion, BANA, and additional named defendants;

7 WHEREAS, the parties to this Stipulation, seeking to resolve this matter for  
8 their mutual benefit and to save judicial resources, are entering into an agreement to  
9 settle all claims asserted against the Defendants identified herein;

10 WHEREAS, the parties to this Stipulation are currently negotiating and  
11 finalizing the settlement agreement and all documents in support thereof;

12 WHEREAS, Plaintiffs currently intend to continue the litigation against the  
13 remaining named defendants who are not signatures to this Stipulation or the  
14 settlement;

15 WHEREAS, the parties to this Stipulation seek to ensure that the Court may  
16 retain jurisdiction to enforce all aspects of the Settlement and Release Agreement  
17 (and all documents thereto) between Plaintiffs and Defendants;

18 WHEREAS, in light of the foregoing and in the interest of judicial economy  
19 and preserving party resources and costs, the parties hereto agree that stipulating for  
20 the Court to retain jurisdiction in this matter, even after a dismissal with prejudice is  
21 filed, is warranted.

22 **THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by and  
23 between the Parties hereto, by and through their attorneys of record that:

24 1. Plaintiffs and Defendants are entering into and finalizing a confidential  
25 settlement which encompasses all claims asserted against Champion and BANA in  
26 the matter of *Willie York et al. v. Bank of America, N.A. et al.*, U.S. District Court  
27 for the Northern District of California, Case No. 3:14-cv-02471-RS;

28 2. Plaintiffs and Defendants agree that both Champion and BANA will be

1 dismissed with prejudice in accordance with the terms of their confidential  
2 settlement, if and when settlement is finalized;

3 3. Plaintiffs and Defendants agree and stipulate that the Court in the  
4 above-entitled action shall retain jurisdiction to enforce the settlement and all terms  
5 therein between Plaintiffs and Defendants hereto, even after a dismissal with  
6 prejudice is filed and even after litigation is completed, up to three (3) years after the  
7 eventual passing of Plaintiff Willie York;

8 4. None of the parties shall be determined to be the "prevailing party" in  
9 connection with any relief provided by this Stipulation;


10 5. This Stipulation shall not operate as a waiver of any other rights of  
11 Plaintiffs or Defendants under the law; and

12 6. This Stipulation may be executed in counterparts, all of which shall be  
13 taken together as one and the same Stipulation, and a photocopy, facsimile, or  
14 electronic record of this fully executed Stipulation may be used by the parties or the  
15 Court for all purposes in lieu of the original.

16 **IT IS SO STIPULATED.**

17  
18 DATED: March 7, 2018

LAW OFFICES OF ROBERT KANE

19  
20  
21 By:   
22 Robert Kane, Esq.  
23 Attorneys for Plaintiffs  
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25 [SIGNATURES CONTINUED ON NEXT PAGE]  
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1 DATED: March 7, 2018

BAYVIEW HUNTERS POINT COMMUNITY  
LEGAL

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By: /s/ as directed by Shirley over the phone

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Shirley Hockhausen, Esq.

6

Attorneys for Plaintiffs

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8 DATED: March \_\_, 2018

LAW OFFICES OF GLENN H. WECHSLER

9

10

By: \_\_\_\_\_

11

Glenn Wechsler, Esq.

12

Attorneys for NATIONSTAR MORTGAGE

13

LLC, doing business as CHAMPION

14

MORTGAGE COMPANY

15

16 DATED: March \_\_, 2018

HALL HUGUENIN LLP

17

18

By: \_\_\_\_\_

19

Howard D. Hall, Esq.

20

Attorneys for NATIONSTAR MORTGAGE

21

LLC, doing business as CHAMPION

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MORTGAGE COMPANY

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24 DATED: March \_\_, 2018

MCGUIREWOODS LLP

25

26

By: \_\_\_\_\_

27

Alison V. Lippa, Esq.

28

Attorneys for BANK OF AMERICA, N.A.

1 DATED: March \_\_, 2018

BAYVIEW HUNTERS POINT COMMUNITY  
LEGAL

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By: \_\_\_\_\_  
Shirley Hockhausen, Esq.  
Attorneys for Plaintiffs

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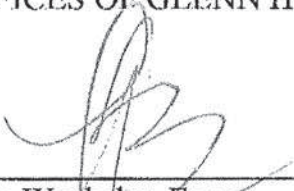
7 DATED: March 7, 2018

LAW OFFICES OF GLENN H. WECHSLER

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By:  \_\_\_\_\_  
Glenn Wechsler, Esq.  
Attorneys for NATIONSTAR MORTGAGE  
LLC, doing business as CHAMPION  
MORTGAGE COMPANY

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15 DATED: March \_\_, 2018

HALL HUGUENIN LLP

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By: \_\_\_\_\_  
Howard D. Hall, Esq.  
Attorneys for NATIONSTAR MORTGAGE  
LLC, doing business as CHAMPION  
MORTGAGE COMPANY

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22 DATED: March \_\_, 2018

MCGUIREWOODS LLP

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By: \_\_\_\_\_  
Alison V. Lippa, Esq.  
Attorneys for BANK OF AMERICA, N.A.

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1 DATED: March \_\_\_, 2018

BAYVIEW HUNTERS POINT COMMUNITY  
LEGAL

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By: \_\_\_\_\_  
Shirley Hockhausen, Esq.  
Attorneys for Plaintiffs

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6

7 DATED: March \_\_\_, 2018

LAW OFFICES OF GLENN H. WECHSLER

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By: \_\_\_\_\_  
Glenn Wechsler, Esq.  
Attorneys for NATIONSTAR MORTGAGE  
LLC, doing business as CHAMPION  
MORTGAGE COMPANY

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14 DATED: March \_\_\_, 2018

HALL HUGUENIN LLP

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By: \_\_\_\_\_  
Howard D. Hall, Esq.  
Attorneys for NATIONSTAR MORTGAGE  
LLC, doing business as CHAMPION  
MORTGAGE COMPANY

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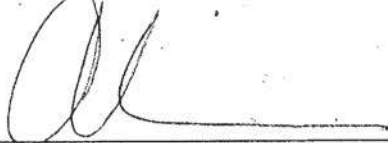
21 DATED: March 8, 2018

MCGUIREWOODS LLP

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By:  \_\_\_\_\_  
Alison V. Lippa, Esq.  
Attorneys for BANK OF AMERICA, N.A.

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1 DATED: March \_\_\_, 2018

BAYVIEW HUNTERS POINT COMMUNITY  
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By: \_\_\_\_\_  
Shirley Hockhausen, Esq.  
Attorneys for Plaintiffs


DATED: March \_\_\_, 2018

LAW OFFICES OF GLENN H. WECHSLER

By: \_\_\_\_\_  
Glenn Wechsler, Esq.  
Attorneys for NATIONSTAR MORTGAGE  
LLC, doing business as CHAMPION  
MORTGAGE COMPANY

DATED: March 9, 2018

HALL HUGUENIN LLP

By:  \_\_\_\_\_  
Howard D. Hall, Esq.  
Attorneys for NATIONSTAR MORTGAGE  
LLC, doing business as CHAMPION  
MORTGAGE COMPANY

DATED: March \_\_\_, 2018

MCGUIREWOODS LLP

By: \_\_\_\_\_  
Alison V. Lippa, Esq.  
Attorneys for BANK OF AMERICA, N.A.

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~~PROPOSED~~ ORDER

PURSUANT TO THE STIPULATION OF THE PARTIES, THE COURT  
ORDERS AS FOLLOWS:

1. This Court shall reserve and retain jurisdiction in the above-entitled  
action for the limited purpose of enforcing the settlement and all terms therein, even  
after a dismissal with prejudice is filed, up to three (3) years after the eventual  
passing of Plaintiff Willie York.

**IT IS SO ORDERED.**



Dated: 3/13, 2018

Hon. Richard Seeborg