

1 DANIEL C. GIRARD (SBN 114826)  
 2 ANGELICA M. ORNELAS (SBN 285929)  
 3 GIRARD SHARP LLP  
 4 601 California Street, Suite 1400  
 5 San Francisco, CA 94108  
 6 Telephone: (415) 981-4800  
 7 Facsimile: (415) 981-4846  
 8 dcg@girardsharp.com  
 9 amo@girardsharp.com

MARK D. LONERGAN (SBN 143622)  
 mdl@severson.com  
 REBECCA S. SAELAO (SBN 222731)  
 rss@severson.com  
 SEVERSON & WERSON  
 A Professional Corporation  
 One Embarcadero Center, Suite 2600  
 San Francisco, California 94111  
 Telephone: (415) 398-3344  
 Facsimile: (415) 956-0439

6 JONATHAN D. SELBIN (SBN 170222)  
 7 LIEFF CABRASER HEIMANN &  
 8 BERNSTEIN, LLP  
 9 250 Hudson Street, 8th Floor  
 10 New York, NY 10013  
 11 Telephone: (212) 355-9500  
 12 Facsimile: (212) 355-9592  
 13 jselbin@lchb.com

Attorneys for Defendant  
 WELLS FARGO BANK, N.A.

11 Daniel M. Hutchinson (SBN 239458)  
 12 LIEFF CABRASER HEIMANN &  
 13 BERNSTEIN, LLP  
 14 275 Battery Street, 29th Floor  
 15 San Francisco, CA 94111  
 16 Telephone: (415) 956-1000  
 17 Facsimile: (415) 956-1008  
 18 dhutchinson@lchb.com

16 Attorneys for Plaintiff and putative Class Members

17  
 18 **UNITED STATES DISTRICT COURT**  
 19 **NORTHERN DISTRICT OF CALIFORNIA—SAN FRANCISCO DIVISION**

20 ALBERT PIETERSON, *on behalf of*  
 21 *himself and all others similarly situated,*

Case No. 3:17-cv-02306-EDL

22 Plaintiff,

**STIPULATION OF DISMISSAL  
 WITHOUT PREJUDICE**

23 v.

24 WELLS FARGO BANK, N.A.,

25 Defendant.  
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1 JOHN HASTINGS, *on behalf of himself and all*  
2 *others similarly situated,*

3 Plaintiff,

4 v.

5 WELLS FARGO BANK, N.A.,

6 Defendant.  
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Case No. 3:17-cv-03633-EDL

1 WHEREAS, Plaintiffs Albert Pieteron and John Hastings (“Plaintiffs”) and Defendant Wells  
2 Fargo Bank, N.A. (“Defendant”) are parties to the Settlement Agreement reached in *Prather v. Wells*  
3 *Fargo Bank, N.A.*, Case No. 17-cv-00481 (N.D. Ill.), Dkt. 80-1, which was granted final approval by  
4 the court in *Prather* on December 10, 2019, Dkt. 129.

5 NOW, therefore, Plaintiffs and Defendant **HEREBY STIPULATE** pursuant to Federal Rule of  
6 Civil Procedure 41(a)(1)(A)(ii) that this case be **DISMISSED WITHOUT PREJUDICE**, with the  
7 parties to bear their own costs and fees, except as set forth in the parties’ Settlement Agreement,  
8 *Prather* Dkt. 80-1.

9 **IT IS SO STIPULATED.**

10 DATED: December 19, 2019

GIRARD SHARP LLP

11 By:           /s/ Angelica Ornelas            
12 Angelica Ornelas

13 Attorneys for Plaintiff ALBERT PIETERSON,  
14 *on behalf of himself and all others similarly situated*

15 DATED: December 19, 2019

LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

16 By:           /s/ Daniel M. Hutchinson            
17 Daniel M. Hutchinson

18 Attorneys for Plaintiff JOHN HASTINGS,  
19 *on behalf of himself and all others similarly situated*

20 DATED: December 19, 2019

SEVERSON & WERSON  
A Professional Corporation

21 By:           /s/ Rebecca S. Saelao            
22 Rebecca S. Saelao

23 Dated: December 23, 2019



24 for Defendant WELLS FARGO BANK, N.A.

1 **ATTESTATION**

2 I, Rebecca S. Saelao, am the ECF user whose ID and password are being used to file this  
3 document. In compliance with Civil Local Rule 5-1(i)(3), I certify that concurrence in this filing has  
4 been obtained from all of the other signatories.

5 Dated: December 19, 2019

By: /s/Rebecca S. Saelao

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