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JPMorgan Chase Bank, N.A.

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

10 JPMorgan Chase Bank, National Association, a
National Banking Association,

11 Plaintiff,

12 v.

13 Parkside Lending, LLC fka Atlas Mortgage
Lending, LLC a California limited liability
14 company

15 Defendant.

CASE NO.: C 12-05197 DMR

**STIPULATION TO RETAIN
JURISDICTION OVER ACTION AND
ENFORCEMENT OF SETTLEMENT
AGREEMENT**

Mag. Judge: Honorable Donna M. Ryu

Complaint Filed: October 5, 2012

Trial Date: April 28, 2014

16 TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD HEREIN:

17 PLEASE TAKE NOTICE that Plaintiff JPMorgan Chase Bank, N.A. ("JPMCB") and
18 Defendant Parkside Lending, LLC ("Parkside"; with JPMCB the "Parties") have entered into a
19 written conditional settlement (the "Settlement Agreement"), the terms of which will be complied
20 with over an extended period of time, concluding in April 2015. Dismissal of this matter is
21 contingent on the satisfactory completion of the following conditional settlement terms:

- 22 1. Parkside must make certain payments to JPMCB by certain dates as agreed upon by
23 the Parties in the Settlement Agreement; and
- 24 2. That in the event Parkside defaults on its payment obligations as agreed to in the
25 Settlement Agreement and fails to cure pursuant to the terms of the Settlement
26 Agreement, and after JPMCB provides the requisite notice required under the
27 Settlement Agreement to Parkside, JPMCB will have the right to enter the
28 Stipulation for Entry of Judgment executed by the Parties.



1 The Parties have agreed that, in the event Parkside defaults in its performance under the
2 Settlement Agreement, and after certain notices required thereunder, and as more specifically set
3 forth in the Settlement Agreement, are provided, Judgment may be entered against Parkside by the
4 Court pursuant to the Stipulated Judgment executed by the Parties, and the terms of the Settlement
5 Agreement.

6 **RECITALS**

- 7 A. WHEREAS, on about October 9, 2012 JPMCB filed a Complaint against Parkside in the
8 United States District Court, Northern District of California;
- 9 B. This Court had subject matter jurisdiction over this action because the Parties were citizens
10 of different states and the amount in controversy exceeded \$75,000.00;
- 11 C. WHEREAS, the Parties have settled the matter according to the terms of the Settlement
12 Agreement;
- 13 D. WHEREAS, the Parties request that this Court expressly retain jurisdiction to enforce the
14 Settlement Agreement until about April 2015 and, in the event Parkside fails to timely make
15 a payment pursuant to the terms of the Settlement Agreement, allow for JPMCB to provide
16 notice of said default and opportunity to cure and, pursuant to the Settlement Agreement,
17 enter the Stipulated Judgment as Final Judgment in favor of JPMCB, or until a dismissal of
18 this action is otherwise filed, whichever occurs first;
- 19 E. WHEREAS, a Stipulation of Dismissal with Prejudice shall be filed within ten (10) days of
20 JPMCB's receipt of the full and final payment from Parkside pursuant to the terms of the
21 Settlement Agreement, but no later than April 1, 2015; and
- 22 F. WHEREAS, the Parties aver and represent that this Court's subject matter jurisdiction will
23 remain undisturbed during the pendency of its enforcement of the Settlement Agreement,
24 whether by completion of the terms and dismissal is entered or by entry of the Stipulated
25 Judgment.

26 **STIPULATION**

27 The Parties to the above-captioned action, based on the Recitals above, by and through their
28 respective counsel, hereby stipulate and agree to the following:



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- 1. That the Court vacate all currently scheduled case management dates:
 - a. Pretrial Conference: April 3, 2014; and
 - b. Jury Trial: April 28, 2014.
- 2. That the Court, as stated and stipulated to in the foregoing Recitals, expressly retain jurisdiction over enforcement of the Settlement Agreement until about April 2015, in the event Parkside fails to timely make a payment pursuant to the terms of the Settlement Agreement, allow for JPMCB to provide notice of said default and opportunity to cure and, pursuant to the Settlement Agreement, enter the Stipulated Judgment as Final Judgment in favor of JPMCB; or
- 3. A Stipulation of Dismissal with Prejudice shall be filed within ten (10) days of JPMCB's receipt of the full and final payment from Parkside pursuant to the terms of the Settlement Agreement, but in any event no later than April 1, 2015.

IT IS SO STIPULATED.

Dated: August 28, 2013

SMITH DOLLAR PC

/s/Richard R. Sutherland

By _____
 Rachel M. Dollar
 Richard R. Sutherland
 Attorneys for JPMorgan Chase Bank, N.A.

Dated: August 28, 2013

MEDLIN & HARGRAVE

/s/Joshua A. Rosenthal

By _____
 Joshua A. Rosenthal
 Attorneys for Defendant
 Parkside Lending, LLC fka Atlas
 Mortgage Lending, LLC



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8 **UNITED STATES DISTRICT COURT**
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11 Plaintiff,
12 v.
13 Parkside Lending, LLC fka Atlas Mortgage
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15 Defendant.

CASE NO.: C 12-05197 DMR

**[PROPOSED] ORDER RE STIPULATION
TO RETAIN JURISDICTION OVER
ACTION AND ENFORCEMENT OF
SETTLEMENT AGREEMENT**

Mag. Judge: Honorable Donna M. Ryu

Complaint Filed: October 5, 2012

Trial Date: April 28, 2014

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17 In light of the conditional settlement between JPMorgan Chase Bank, N.A. and Parkside
18 Lending, LLC (together, the "Parties"), IT IS HEREBY ORDERED that all of the following case
19 management dates are vacated:

- 20 1. Pretrial Conference: April 3, 2014; and
21 2. Jury Trial: April 28, 2014.

22 IT IS FURTHER ORDERED that this Court shall retain jurisdiction, pursuant to *Kokkonen*
23 *v. Guardian Life Ins. Co. of America*, 511 U.S. 375 (1994), and the inherent authority of the Court
24 to enforce its orders, over this action to enforce the settlement between the Parties, and this Order
25 shall not prejudice any party to this action, and that this action be removed from this Court's active
26 calendar until further application by the Parties or Order of this Court.

27 IT IS FURTHER ORDERED that, upon completion of the terms of the settlement between
28 the Parties, the Parties shall cause to be filed a Stipulation of Dismissal with Prejudice within ten



1 (10) days of Plaintiff JPMorgan Chase Bank, N.A.'s receipt of the full and final payment from
2 Parkside pursuant to the terms of the Parties' settlement, but in no event later than April 1, 2015.

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IT IS SO ORDERED.

Dated: August 29, 2013



Hon. Donna M. Ryu
United States Magistrate Judge

