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 23 CARLOS H. PEREZ

24 **UNITED STATES DISTRICT COURT**  
 25 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
 26 **SAN JOSE DIVISION**

27 CARLOS H. PEREZ,

28 Plaintiff,

v.

GMAC MORTGAGE USA CORPORATION,  
 A/K/A GMAC MORTGAGE, LLC, a Delaware  
 corporation; MORTGAGE ELECTRONIC  
 REGISTRATION SYSTEMS, INC., a  
 Delaware corporation; EXECUTIVE  
 TRUSTEE SERVICES, LLC, a Delaware  
 limited liability company; GREENPOINT  
 MORTGAGE FUNDING, INC., a New York  
 corporation; ANDRUS & ASSOCIATES,  
 INC., a California corporation; PAUL RAY  
 ANDRUS, individually and in his official  
 capacity; HOMECOMINGS FINANCIAL,  
 LLC, a Delaware limited liability company;

Case No. C08-01972-JW-HRL

**STIPULATION OF PARTIAL  
 DISMISSAL AND [PROPOSED]  
 ORDER**

Fed. R. Civ. P. 41(a)(1)

1 COUNTRYWIDE HOME LOANS, INC., a  
2 New York corporation; SOUTH PACIFIC  
3 FINANCIAL CORPORATION, a California  
4 corporation; RESIDENTIAL MORTGAGE  
5 CAPITAL, D/B/A FIRST SECURITY LOAN;  
6 a California corporation; JAMES JOHN  
7 CHAPMAN, individually and in his official  
8 capacity; LUIS G. BARRIOS, individually and  
9 in his official capacity; ELIZABETH P.  
10 CAMPOS, individually and in her official  
11 capacity; and DOES 1 through 20, inclusive,

Defendants.

12 Pursuant to Fed. R. Civ. P. 41(a)(1), Plaintiff, CARLOS H. PEREZ, and Defendant,  
13 COUNTRYWIDE HOME LOANS, INC., stipulate, and the Court hereby orders, as follows:

14 1. The dispute between Plaintiff, CARLOS H. PEREZ, and Defendant,  
15 COUNTRYWIDE HOME LOANS, INC., has been settled, therefore, the claims asserted by Plaintiff,  
16 CARLOS H. PEREZ, against Defendant, COUNTRYWIDE HOME LOANS, INC., in the above-  
17 captioned proceeding are hereby dismissed, with prejudice, pursuant to Fed. R. Civ. P. 41(a)(1). Each  
18 party will bear their own attorney fees and costs.

19 Dated: December 8, 2008


/s/ Fred W. Schwinn  
Fred W. Schwinn, Esq.  
Attorney for Plaintiff  
CARLOS H. PEREZ

20  
21 Dated: December 8, 2008

/s/ Stephanie A. Blazewicz  
Stephanie A. Blazewicz, Esq.  
Attorney for Defendant  
COUNTRYWIDE HOME LOANS, INC.

22  
23  
24 THE FOREGOING STIPULATION  
25 IS APPROVED AND IS SO ORDERED.

26  
27 Dated: December 12, 2008

  
James Ware  
The Honorable James Ware  
United States District Judge