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7 Attorney for Plaintiff,
 8 Alan Brinker

9 UNITED STATES DISTRICT COURT
 10
 11 NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

12 ALAN BRINKER, an individual,
 13 PLAINTIFF,
 14 v.
 15 JP MORGAN CHASE, N.A.; CALIFORNIA
 16 RECONVEYANCE COMPANY; LPS
 17 AGENCY SALES AND POSTING, INC.;
 18 EXPERIAN INFORMATION SOLUTIONS,
 19 INC.; TRANS UNION L.L.C.; EQUIFAX
 20 INFORMATION SERVICES, L.L.C., and
 21 DOES 1 through 100, inclusive,
 22 DEFENDANTS.

Case No. 5:13-cv-01805 LHK

**JOINT STATUS REPORT
 BETWEEN PLAINTIFF AND
 DEFENDANT, JPMORGAN
 CHASE, N.A. AND
 STIPULATION RE:
 PRELIMINARY INJUNCTION**

23 Following meet and confer efforts between counsel, Defendants, JPMorgan Chase, N.A.,
 24 and California Reconveyance Company (“Defendants”), through their counsel John Hedger of
 25 Bryan Cave, LLP, and Alan Brinker (“Plaintiff”), through his counsel, Anita Steburg, hereby
 26 stipulate as follows:

27 1. Without conceding the merits of any of Plaintiff’s claims, Defendants will not proceed
 28 with the foreclosure of the real property located at 853-J West California Avenue, Sunnyvale,
 CA 94086, Assessor’s Parcel No. 165-25-120.

2. Plaintiff will make monthly payments of \$818.08, the amount of his current monthly
 mortgage payments, directly to JP Morgan Chase, N.A. during the pendency of this action and
 while any order related to this stipulation is in effect. Such payments shall be sent to

1 Defendants' counsel no later than the 10th of every month until other payment arrangements
2 are agreed to by the parties.

3 3. Plaintiff's counsel will continue to hold funds in trust. These funds represent the
4 disputed interest, penalties, fees and other expenses related to Plaintiff's mortgage loan with
5 JPMorgan Chase Bank, N.A.

6 4. Defendants' agreement to forbear from continuing foreclosure proceedings is
7 contingent upon Plaintiff continuing to fulfill the additional conditions enumerated in
8 paragraphs 2 and 3 of this stipulation. However, should Plaintiff not continue to fulfill those
9 conditions, counsel will meet and confer. If, following meet and confer efforts, Defendants
10 wish to proceed with foreclosure, the parties shall request a briefing schedule for a preliminary
11 injunction motion to be filed by Plaintiff.

12 5. This stipulation is only binding on the parties as long as this case is pending or until this
13 Court otherwise orders it to no longer be in effect.

14
15 IT IS SO STIPULATED.

16 Date: June 4, 2013

/s/ Anita L. Steburg

Anita L. Steburg
Counsel for Plaintiff, Alan Brinker

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19 Date: June 4, 2013

/s/ John Hedger

John Hedger
Counsel for Defendant, JP Morgan Chase, N.A.

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PURSUANT TO STIPULATION, IT IS HEREBY ORDERED:

1. Defendants JPMorgan Chase Bank, N.A. and California Reconveyance Company shall not proceed with foreclosure of the real property located at 853-J West California Avenue, Sunnyvale, CA 94086, Assessor's Parcel No. 165-25-120.

2. Plaintiff shall pay \$818,08 to JPMorgan Chase Bank, N.A. no later than the 10th of every month beginning in June 2013. Such payments shall be sent to Defendants' counsel until the parties agree otherwise.

3. Plaintiff's counsel shall continue to hold disputed funds deposited by Plaintiff in trust until otherwise agreed to by the parties or ordered by this Court.

4. The parties may jointly request a briefing schedule for Plaintiff to file a motion for preliminary injunction if the parties find it necessary following meet and confer efforts between counsel.

June 5, 2013


Lucy H. Koh
United States District Judge