

1 Wanda Morris
820 South Arrowhead Ave.
2 Rialto, California 92376
(951) 536-4877

3 Plaintiff in Pro Per

4 **BRYAN CAVE LLP**
5 Sean D. Muntz, California Bar No. 223549
Daniel M. Goldberg, California Bar No. 280718
6 3161 Michelson Drive, Suite 1500
Irvine, California 92612-4414
7 Telephone: (949) 223-7000
Facsimile: (949) 223-7100
8 E-Mail: sean.muntz@bryancave.com
goldbergd@bryancave.com

9 Attorneys for Defendant
10 BANK OF AMERICA, N.A. (erroneously sued as "Bank of America N.A. as successor by
merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing")

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF SAN BERNARDINO**

13 WANDA MORRIS

14 Plaintiffs,

15 vs.

16 BANK OF AMERICA N.A as successor by
17 merger to BAC HOME LOANS SERVICING,
LP fka Countrywide Home Loans Servicing
18 and DOES 1-100, Inclusive

19 Defendant

Case No. CIV DS1302133

20 **STIPULATION TO DISMISS WITHOUT
PREJUDICE**

Hon. Marsha Slough

21 Date: April 24, 2013
22 Time: 8:30 a.m.
23 Dept.: S33

24 Complaint Filed: March 1, 2013
25 Trial Date: Not Assigned

1 Defendant Bank of America, N.A., erroneously sued as Bank of America N.A. as
2 successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing
3 ("Bank of America" or "Defendant") by and through its counsel of record, Bryan Cave LLP, and
4 plaintiff Wanda Morris ("Plaintiff"), as plaintiff in pro per, enter into the following stipulation:

5 **RECITALS**

6 WHEREAS, Plaintiff filed a Complaint in this action on March 1, 2013 ("Complaint");
7 WHEREAS, Plaintiff's Complaint relates to real property with a common address of 210
8 & 212 Canterbury Dr., Conroe, Texas 77303;

9 WHEREAS, Bank of America agrees, in exchange for dismissal without prejudice of all
10 claims asserted against it in the Complaint, to conduct a review of Plaintiff's eligibility for a loan
11 modification, and to modify the loan in the event that Plaintiff, at the discretion of Bank of
12 America and/or the investor on the loan, qualifies, subject to Plaintiff's provision of all
13 documents, information, and explanations necessary to implement the modification;

14 WHEREAS, Plaintiff agrees not to file any action in any court, including in California and
15 in Texas, against Bank of America or ReconTrust Company, N.A. related to the underlying
16 alleged injuries as long as Plaintiff is in review for a loan modification under the terms of this
17 Stipulation.

18 NOW THEREFORE, Plaintiff and Defendant agree and stipulate that:
19 1. Within thirty (30) days from the date this Stipulation is signed, Defendant will make a
20 request upon Plaintiff for documents required to begin the loan modification review
21 process ("financial package").
22 2. Plaintiff must provide the financial package within two (2) weeks from the date Bank of
23 America makes the request for the financial package. Should Plaintiff fail to provide the
24 financial package within the time requested, Bank of America is entitled to discontinue the
25 review and Defendant is entitled to proceed with the foreclosure.
26 3. If Bank of America requires additional information, explanation, or documents, Plaintiff
27 must provide the subsequent documents, information, or explanation within seven (7)
28 calendar days from the date of the request. Should Plaintiff fail to provide the subsequent

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- 1 documents, information, or explanation within the time requested, Bank of America is
2 entitled to discontinue the review and Defendant is entitled to proceed with the foreclosure.
- 3 4. Plaintiff will file a request for dismissal of the Complaint within three (3) days from the
4 date this Stipulation is signed.
- 5 5. Defendant cannot and does not guarantee that Plaintiff is eligible for a loan modification,
6 that a loan modification will be offered following the review, or that any particular loan
7 modification terms are available to Plaintiff.
- 8 6. In the event that servicing is transferred from Bank of America to a third party or other
9 entity ("New Servicer"), Plaintiff agrees that the servicing transfer will not release Plaintiff
10 of their obligations under this Stipulation, including the obligation to respond to any
11 requests for information, explanation, or documents within the time prescribed herein.
12 Plaintiff further agrees to timely comply with any additional requests made by the New
13 Servicer for processing of the loan modification application, including resubmitting any
14 documents, information, or explanations, if necessary.
- 15 7. Plaintiff is aware that the loan modification review may be restarted in the event of a
16 servicing transfer, and agrees to timely provide the New Servicer with all documents,
17 information, or explanation required to conduct the loan modification review, regardless of
18 whether the information, explanation, or documents were previously supplied.
- 19 8. Defendant, the investor, and the New Servicer and their agents, have the right to re-
20 commence foreclosure activities if the loan is not or cannot be modified for any reason
21 whatsoever. These reasons include, but are not limited to, a denial of a loan modification
22 after a review, any failure by Plaintiff to timely return the financial package or any
23 subsequent documents, information, or explanations required to process the loan
24 modification application, any failure by Plaintiff to make any payments required for a loan
25 modification, or any refusal by Plaintiff to accept the terms of any modification.
- 26 9. Plaintiff may not file any action in any court, including in California and in Texas, against
27 Bank of America or ReconTrust Company, N.A. related to the underlying alleged injuries
28 as long as Plaintiff is in review for a loan modification under the terms of this Stipulation.

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IT IS SO STIPULATED.

Dated: April 23, 2013

BRYAN CAVE LLP
Sean D. Muntz
Daniel M. Goldberg

By: *Daniel Goldberg*
Daniel M. Goldberg

Attorneys for Defendants
BANK OF AMERICA, N.A. (erroneously sued as
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Dated: April 23, 2013

Wanda Morris

By: *Wanda Morris*
Wanda Morris
Plaintiff in Pro Per