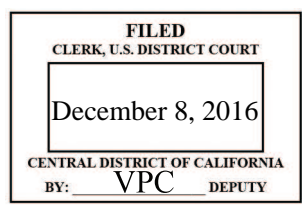


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7 Attorneys for Plaintiff and Counterclaim-
 Defendant ProCentury Insurance
 8 Company

9 **UNITED STATES DISTRICT COURT**
 10 **CENTRAL DISTRICT OF CALIFORNIA**

WOOLLS & PEER
 A Professional Corporation
 One Wilshire Building, 624 South Grand Avenue, 22nd Floor
 Los Angeles, California 90017

12 ProCentury Insurance Company,
 13 Plaintiff,
 14 v.
 15 L.A. Checker Cab Cooperative, Inc., a
 California corporation; Arman Atanesvan,
 16 an individual; Lonnie J. McCreery, an
 individual,
 17 Defendants.
 18

19 L.A. Checker Cab Cooperative, Inc.,
 20 Counter-claimant,
 21 v.
 22 ProCentury Insurance Company,
 23 Counterclaim-defendant.
 24

Case No.: 2:14-cv-6216-SJO-PLAx
 Assigned to the Hon. S. James Otero

**ORDER RE CONTINUING OSC RE
 DISMISSAL**

OSC Hearing: December 12, 2016
 Time: 8:30 a.m.
 Dept.: Courtroom 10C
 350 W. 1st Street
 Los Angeles, CA

Filing Date: August 7, 2014
 Trial Date: January 24, 2017
 Pre-Trial Conf.: January 17, 2017

25
 26 The parties have notified the Court that they have reached a settlement and that
 27 they have fully executed the settlement agreement and related documents. The parties
 28 have further advised the court of the following:

1 a) The settlement agreement requires defendant L.A. Checker Cab
2 Cooperative, Inc. to make its initial down payment on or before January 4, 2017 and
3 provides L.A. Checker Cab with a ten day period within which to cure any default;

4 b) The settlement agreement requires plaintiff ProCentury Insurance
5 Company to dismiss its complaint without prejudice within ten days of receipt of L.A.
6 Checker Cab's initial down payment and requires L.A. Checker Cab to dismiss its
7 counterclaim as well;

8 c) The settlement agreement provides that the Court shall retain jurisdiction
9 to enforce the terms of the settlement, including the stipulated judgment should L.A.
10 Checker Cab fail to comply with the terms of the settlement agreement;

11 Therefore, the Court orders as follows:

12 a) The pre-trial conference and trial dates are vacated;

13 b) The Order to Show Cause re Dismissal is continued from December 12,
14 2016 to January 24, 2017 at 8:30 am. A joint report is due to be filed on January 17,
15 2017. If the parties file the appropriate dismissal pursuant to F.R.C.P. 41 prior to the
16 OSC hearing date, the Order to Show Cause re Dismissal will be taken off the Court's
17 calendar.

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19 IT IS SO ORDERED.

20 DATED: 12/08/16



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JUDGE S. JAMES OTERO