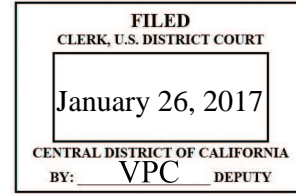


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JS-6



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

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

Woolls Peer Dollinger & Scher
 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.

19 L.A. Checker Cab Cooperative, Inc.,
 20 Counter-claimant,

21 v.

22 ProCentury Insurance Company,
 23 Counterclaim-defendant.

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

ORDER RE DISMISSAL

OSC Hearing: January 24, 2017
 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

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) Pursuant to the settlement agreement, L.A. Checker Cab Cooperative,
2 Inc. made its initial down payment on January 17, 2017;

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

7 c) The settlement agreement requires L.A. Checker Cab to make 24 equal
8 monthly installments beginning on February 16, 2017;

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

12 e) Defendants McCreery and Atanesyan never appeared in this action;
13 Therefore, the Court orders as follows:

14 a) The Order to Show Cause re Dismissal set for January 24, 2017 at
15 8:30 am is taken off calendar.

16 b) Pursuant to F.R.C.P. 41(a)(2), ProCentury's complaint is dismissed
17 without prejudice as to L.A. Checker Cab and with prejudice as to McCreery and
18 Atanesyan, and L.A. Checker Cab's counterclaim is dismissed with prejudice.

19 c) The Court shall retain jurisdiction to enforce the terms of the settlement,
20 including the stipulated judgment should L.A. Checker Cab fail to comply with the
21 terms of the settlement agreement.

22
23 IT IS SO ORDERED.

24 DATED: 1/26/17



25 _____
26 JUDGE S. JAMES OTERO