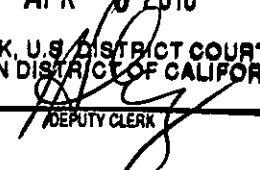


1 Mark E. Terman (CA State Bar #: 116294)  
markterman@reish.com  
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4 Los Angeles, CA 90025-1539  
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5 Facsimile Number: (310) 478-5831

**FILED**

APR 6 2010  
CLERK, U.S. DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA  
BY  DEPUTY CLERK

6 Attorneys for Defendants CHUGACH ALASKA CORPORATION,  
CHUGACH MANAGEMENT SERVICES, INC.,  
7 MEL LYNCH, MICHAEL COWART, TOBY COWART,  
LORI FROST AND RICK TATE  
8

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

12 JOSEPH DE FELICE, ALEXI ZUNIGA,  
JACKIE MALCOMB, AND JAMES MAMULA

CASE NO.: 1:06-cv-0048 AWI (GSA)

13 Plaintiff(s),

**STIPULATION AND ORDER**

14 vs.

15 CHUGACH ALASKA CORPORATION, INC.,  
16 CHUGACH MANAGEMENT SERVICES, INC.,  
MEL LYNCH, MICHAEL COWART, TOBY  
17 COWART, LORI FROST AND RICK TATE,

18 Defendants.

19  
20 IT IS HEREBY STIPULATED by and between Plaintiffs Alexi Zuniga, Jackie Malcomb and  
21 James Mamula (collectively "Plaintiffs") through their attorneys of record, and Defendants Chugach  
22 Alaska Corporation, Inc. ("CAC"), Chugach Management Services, Inc. ("CMSI"), Mel Lynch,  
23 Michael Cowart, Toby Cowart, Lori Frost, and Rick Tate (the "Individual Defendants") through their  
24 attorneys of record, as follows:

- 25 1. Individual Defendants Mel Lynch, Michael Cowart, Toby Cowart, Lori Frost, and Rick Tate  
26 shall be dismissed from this action with prejudice, in accordance with the Mutual Release Agreement  
27 attached hereto as Exhibit A.  
28 2. CMSI agrees to assume the liability, if any is proven, for the acts and omissions of the

1 Individual Defendants as alleged in the second amended complaint; provided, however that such  
2 assumption shall not create any claim or cause of action against CMSI other than those alleged in the  
3 second amended complaint.

4 3. Defendant CAC shall be dismissed from this action without prejudice. Plaintiffs and CAC  
5 shall each bear their own attorneys' fees and costs. If Plaintiffs obtain a final judgment or settlement  
6 in this action against CMSI (including for any damages, penalties, attorneys' fees, costs and  
7 expenses), then until such final judgment is fully satisfied or settlement is fully paid by or on behalf of  
8 CMSI, Plaintiffs' dismissal of CAC shall not act as a waiver of any rights Plaintiffs may have against  
9 CAC, and CAC shall not assert any statute of limitations, estoppel, waiver, or similar defenses if  
10 Plaintiffs pursue recovery against CAC.

11 4. Remaining defendant CMSI shall not move to dismiss under Federal Rules of Civil Procedure  
12 12(b), (c), (e) or (f) any of the claims or causes of action set forth in the Plaintiffs' second amended  
13 complaint and shall file an answer to the second amended complaint no later than twenty days after  
14 the Court's approval and filing of this Stipulation.

15 April 5, 2010

HIRST & CHANLER LLP

16  
17 By: /s/ Michael A. Hirst

MICHAEL A. HIRST  
LESLIE S. GUILLON  
Attorneys for Plaintiffs ALEXI ZUNIGA, JACKIE  
MALCOMB and JAMES MAMULA

18  
19  
20 April 5, 2010

REISH & REICHER

21  
22 By: /s/ Mark E. Terman

MARK E. TERMAN  
PASCAL BENYAMINI  
Attorneys for Defendants  
CHUGACH ALASKA CORPORATION,  
CHUGACH MANAGEMENT SERVICES, INC.,  
MEL LYNCH, MICHAEL COWART, TOBY  
COWART, LORI FROST AND RICK TATE

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**ORDER**

IT IS SO ORDERED.

Dated: 4-5-10

  
\_\_\_\_\_  
HONORABLE ANTHONY W. ISHII  
UNITED STATES DISTRICT COURT

# **EXHIBIT A**

## MUTUAL GENERAL RELEASE AGREEMENT

Alexi Zuniga, Jacquelyn Malcomb, and James Mamula (collectively "Plaintiffs") on one hand, and Mel Lynch, Lorrie Frost, Michael Cowart, Toby Cowart, and Rick Tate (collectively "Individual Defendants") on the other hand, agree:

1. This Agreement shall be effective as of the date a Court Order is issued dismissing United States District Court for the Eastern District of California, Case No. 1:06-cv-0048 AWI-GSA with prejudice against the Individual Defendants.

2. (a) Each Plaintiff, on behalf of themselves, their predecessors, agents, attorneys, insurers, successors, and assigns, completely and forever waives and releases, and promises never to assert, any and all claims against any or all of the Individual Defendants and such Individual Defendants' predecessors, agents, attorneys, insurers, successors, or assigns, including but not limited to, any claims arising from or related in any way to Plaintiffs' employment at Chugach Management Services, Inc. (b) Each Individual Defendant, on behalf of themselves, their predecessors, agents, attorneys, insurers, successors, and assigns, completely and forever waives and releases, and promises never to assert, any and all claims against any or all of the Plaintiffs and such Plaintiffs' predecessors, agents, attorneys, insurers, successors, or assigns, including but not limited to, any claims arising from or related in any way to Plaintiffs employment at Chugach Management Services, Inc.

3. Such released claims include, but are not limited to, any and all claims for damages of any kind or nature, under statutory, common law, or otherwise, attorneys fees, costs and expenses, whether now known or unknown, whether suspected or unsuspected and whether or not heretofore asserted, except those claims which by law the parties are precluded from waiving.

4. Each party acknowledges and agrees that the release they give to the other parties on executing this Mutual General Release Agreement applies to all claims for injuries, damages, or losses, real or personal (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, patent or latent), that they may have against the other parties. Each party expressly WAIVES AND RELINQUISHES all rights and benefits which they have or may have under California Civil Code section 1542, which states as follows:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

The Parties agree that this Agreement will remain in effect as a general release, notwithstanding any additional or different facts they may discover.

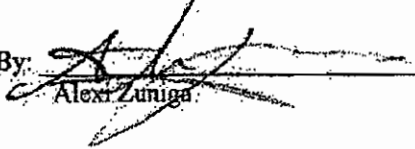
5. The parties expressly understand and agree that by executing this Mutual General Release

[CONTINUED ON NEXT PAGE]

Agreement, no claims of any kind or nature whatsoever are released against Chugach Management Services, Inc., or Chugach Alaska Corporation.

6. This Agreement may be modified or amended only by an agreement in writing signed by all of the parties hereto.

7. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the Agreement notwithstanding the fact that all of the Parties have not been signatories either on the same date or to the same counterpart; provided, however, the Agreement shall not become effective until completely conforming counterparts have been signed by each of the Parties hereto. A facsimile or pdf (or similar reliable electronic image) copy of the signed/initialed Agreement and/or counterpart shall be deemed the same as an original with ink signature/initials.

By:   
Alexi Zuniga

By: \_\_\_\_\_  
Jacquelyn Malcomb

By: \_\_\_\_\_  
James Mamula

By: \_\_\_\_\_  
Mel Lynch

By: \_\_\_\_\_  
Lorrie Frost

By: \_\_\_\_\_  
Michael Cowart

By: \_\_\_\_\_  
Toby Cowart

By: \_\_\_\_\_  
Rick Tate

**APPROVED AS TO FORM AND CONTENT:**

By: \_\_\_\_\_  
Michael A. Hirst  
Leslie S. Guillón  
Attorneys for Plaintiffs

By: \_\_\_\_\_  
Mark E. Terman  
Pascal Benyamini  
Attorneys for Individual Defendants

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By: \_\_\_\_\_  
Alexi Zuniga

By: \_\_\_\_\_  
Jacquelyn Malcomb

By: \_\_\_\_\_  
*James Mamula*  
James Mamula

By: \_\_\_\_\_  
Mel Lynch

By: \_\_\_\_\_  
Lorrie Frost

By: \_\_\_\_\_  
Michael Cowart

By: \_\_\_\_\_  
Toby Cowart

By: \_\_\_\_\_  
Rick Tate

**APPROVED AS TO FORM AND CONTENT:**

By: \_\_\_\_\_  
Michael A. Hirst  
Leslie S. Guillon  
Attorneys for Plaintiffs

By: \_\_\_\_\_  
Mark E. Terman  
Pascal Benyamini  
Attorneys for Individual Defendants

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By: \_\_\_\_\_  
Alexi Zuniga

By: J. Malcomb  
Jacquelyn Malcomb

By: \_\_\_\_\_  
James Mamula

By: \_\_\_\_\_  
Mel Lynch

By: \_\_\_\_\_  
Lorrie Frost

By: \_\_\_\_\_  
Michael Cowart

By: \_\_\_\_\_  
Toby Cowart

By: \_\_\_\_\_  
Rick Tate

**APPROVED AS TO FORM AND CONTENT:**

By: Leslie Guillon  
Michael A. Hirst  
Leslie S. Guillon  
Attorneys for Plaintiffs

By: \_\_\_\_\_  
Mark E. Teman  
Pascal Benyamini  
Attorneys for Individual Defendants



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James Mamula

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Mel Lynch

By: Lorrie Frost  
Lorrie Frost

By: \_\_\_\_\_  
Michael Cowart

By: \_\_\_\_\_  
Toby Cowart

By: \_\_\_\_\_  
Rick Tate

**APPROVED AS TO FORM AND CONTENT:**

By: \_\_\_\_\_  
Michael A. Hirst  
Leslie S. Guillon  
Attorneys for Plaintiffs

By: \_\_\_\_\_  
Mark E. Terman  
Pascal Benyamini  
Attorneys for Individual Defendants

Management Services, Inc., or Uugach Alaska Corporation.

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Mel Lynch

By: \_\_\_\_\_  
Lorrie Frost

By: Michael Cowart  
Michael Cowart

By: Toby Cowart  
Toby Cowart

By: \_\_\_\_\_  
Rick Tate

**APPROVED AS TO FORM AND CONTENT:**

By: \_\_\_\_\_  
Michael A. Hirst  
Leslie S. Guillon  
Attorneys for Plaintiffs

By: \_\_\_\_\_  
Mark E. Terman  
Pascal Benyamini  
Attorneys for Individual Defendants

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James Mamula

By: \_\_\_\_\_  
Mel Lynch

By: \_\_\_\_\_  
Lorrie Frost

By: \_\_\_\_\_  
Michael Cowart

By: \_\_\_\_\_  
Toby Cowart

By: Frederick V. Tate  
Rick Tate

**APPROVED AS TO FORM AND CONTENT:**

By: \_\_\_\_\_  
Michael A. Hirst  
Leslie S. Guillon  
Attorneys for Plaintiffs

By: \_\_\_\_\_  
Mark E. Terman  
Pascal Benyamini  
Attorneys for Individual Defendants

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By: \_\_\_\_\_  
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Michael Cowart

By: \_\_\_\_\_  
Toby Cowart

By: \_\_\_\_\_  
Rick Tate

**APPROVED AS TO FORM AND CONTENT:**

By: \_\_\_\_\_  
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Leslie S. Guillon  
Attorneys for Plaintiffs

By: \_\_\_\_\_  
Mark E. Terman  
Pascal Benyamini  
Attorneys for Individual Defendants