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8 Attorneys for Defendants ERROTABERE RANCHES, a California partnership; DANIEL D.
9 ERROTABERE; an individual; JEAN ERROTABERE, an individual

10 UNITED STATES DISTRICT COURT
11 EASTERN DISTRICT OF CALIFORNIA
12 FRESNO DIVISION

13 JAMES M. OLVEY,

14 Plaintiff,

15 v.

16 ERROTABERE RANCHES, a California
17 partnership; DANIEL D. ERROTABERE; an
18 individual; JEAN ERROTABERE, an
19 individual

20 Defendants.

Case No. 1:06-CV-00653-OWW-SMS

**ORDER DISMISSING ENTIRE ACTION
WITH PREJUDICE**

1 On November 8, 2010, at 11:45 a.m. in Courtroom 3 of the above-entitled court, The
2 Honorable Oliver W. Wanger presiding, a status conference regarding completion of settlement
3 terms was held. Scott J. Ivy appeared on behalf of Defendants. Ted Frame appeared telephonically
4 and on behalf of non-party Linda Vista Farms. Plaintiff James M. Olvey personally appeared pro
5 se.

6 At the conclusion of the hearing, the Court made the following Orders (**Doc No. 214**):

- 7 1. The Court finds that all settlement conditions set forth in the parties Settlement
8 Agreement have been satisfied, other than a dispute over Section 2E relating solely
9 to the width of the road constructed;
- 10 2. ***Upon filing with the Court of proof of payment by the Errotaberes of the sums***
11 ***called for in Section 21 of the parties' Settlement Agreement, all remaining***
12 ***pending claims identified in the complaint filed by Mr. Olvey shall be dismissed***
13 ***with prejudice.*** Nothing herein shall affect the validity and enforceability of the
14 Settlement Agreement and Release between James M. Olvey and Errotabere
15 Ranches, a California Partnership, Daniel D. Errotabere, Jean Errotabere dated
16 February 5, 2009 (the "Settlement Agreement") or any orders previously entered
17 relating to such Settlement Agreement.
- 18 3. The dismissal of the underlying lawsuit shall not affect or prejudice Mr. Olvey's right
19 to assert any claim he may have for a breach of the Settlement Agreement, including,
20 but not limited to, the alleged breach of Section 2E of the Settlement Agreement with
21 respect to the width of the road. The Court specifically retains jurisdiction of this
22 matter in aid of the enforcement of its prior orders relating to the settlement of this
23 dispute for the purpose of addressing any claim by Mr. Olvey alleging a breach of the
24 Settlement Agreement. Any such claim shall be filed by Mr. Olvey under the above
25 referenced case number directly to Department 3 of the above referenced Court.

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1 On March 14, 2010, at 10:00 a.m. in Courtroom 3 of the above-entitled court, The Honorable
2 Oliver W. Wanger presiding, the motion of Plaintiff JAMES OLVEY (“Plaintiff”) to enforce
3 settlement agreement, was heard. Attorney Scott J. Ivy appeared on behalf of Defendants. Other
4 appearances are as set forth in the record.

5 After taking the matter under submission, and upon consideration of the written and oral
6 argument and the evidence presented, including all reasonable inferences therefrom, and good cause
7 appearing therefor, as set forth in this Court’s Memorandum of Decision dated March 16, 2011 (**Doc.**
8 **No. 220**) the Court DENIED the Motion (**Doc. No. 223**).

9 Given the Court’s acknowledgment of the proof of payment by the Errotaberes of the sums
10 called for in Section 21 of the parties' Settlement Agreement in open Court (**See Doc. 220 p. 5, lines**
11 **15-18**), all remaining pending claims identified in the complaint filed by Mr. Olvey are HEREBY
12 DISMISSED WITH PREJUDICE.

13
14 IT IS SO ORDERED:

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16 Dated: July 8, 2011

/s/ OLIVER W. WANGER
THE HONORABLE OLIVER W. WAGNER