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2 Florence, AZ 85232
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3 coltervirginia@yahoo.com

4 ROMAN D. COLTER
12314 Midtowne Drive
5 Bakersfield, CA 93312
Telephone: (661) 588-1787

6 Plaintiffs in Pro Per

7 KIRSTIN E. MULLER (SBN 186373)
8 kmuller@cdhklaw.com
9 KIMBERLY G. BRENER (SBN 244531)

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CURIALE DELLAVERSON
HIRSCHFELD & KRAEMER, LLP
2425 Olympic Boulevard
11 Suite 550 East Tower
Santa Monica, CA 90404
12 Telephone: (310) 255-0705
Facsimile: (310) 255-0986
13 Attorneys for Defendant
14 SAN JOAQUIN VALLEY COLLEGE, INC.

FILED

JAN 28 2009

CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
BY _____ DEPUTY CLERK

CURIALE DELLAVERSON HIRSCHFELD & KRAEMER, LLP
ATTORNEYS AT LAW
SANTA MONICA

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA, BAKERSFIELD DIVISION

Colter, et al. v. San Joaquin Valley College, Inc.

Doc. 25

18 ROMAN COLTER AND ROMAN
19 D. COLTER,

20 Plaintiffs,

21 vs.

22 SAN JOAQUIN VALLEY
23 COLLEGE, and DOES 1-3,

24 Defendant.

Case No. 1:08-CV-01004-AWI-TAG

**STIPULATION RE: DISMISSAL;
[PROPOSED] ORDER**

Complaint Filed: May 14, 2008

26 **IT IS HEREBY STIPULATED** by and between the parties to this action,
27 through Plaintiffs in Pro Per and Defendant's counsel of record, that the above-
28 captioned action be, and hereby is, **dismissed with prejudice**, in its entirety,

RECEIVED

4846-5053-5427

JAN 28 2009

CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
BY **E. SCRIVNER**
DEPUTY CLERK

SETTLEMENT AGREEMENT AND RELEASE

1. SETTLEMENT AND RELEASE

(a) This Settlement Agreement and Release ("Agreement"), between San Joaquin Valley College, Inc. ("SJVC"), on the one hand, and Roman Colter and Roman D. Colter ("Plaintiffs"), on the other hand, represents the full settlement and release of any and all disputes Plaintiffs may have with SJVC. The obligations following represent full and mutual consideration for this Agreement.

(b) On or about May 14, 2008, Plaintiffs filed a lawsuit in Superior Court for the State of California in and for the County of Kern, entitled *Roman Colter and Roman D. Colter, Plaintiffs v. San Joaquin Valley College and Does 1-3, inclusive, Defendants*, Case Number S-1500-CV-263953. On July 14, 2008, SJVC removed the action to the United States District Court, Eastern District, Bakersfield Division, Case Number 1:08-CV-01004-AWI-TAG (Plaintiffs' Complaint is hereby referred to as the "Civil Action"). Plaintiffs and SJVC now wish to settle fully and finally all remaining differences between them.

2. NO ADMISSION OF WRONGDOING

Plaintiffs explicitly acknowledge and understand that this Agreement represents a settlement of disputed rights and claims and that, by entering into this Agreement, SJVC does not admit or acknowledge the existence of any liability or wrongdoing, all such liability being expressly denied. No provision hereof, or of any related document, shall be construed as any admission or concession of liability of any wrongdoing or any preexisting liability.

3. OBLIGATIONS OF SJVC.

(a) Payment

In exchange for the release set forth below and without acknowledging or admitting any fault or liability whatsoever, SJVC agrees to pay Plaintiffs the sum of THREE THOUSAND DOLLARS (\$3,000.00). Plaintiffs understand that these monies represent consideration that they otherwise are not entitled to, and which they would not receive, but for their execution of this Agreement and the promises set forth herein. These monies will be provided to Plaintiffs in the form of a check made payable to "Roman Colter and Roman D. Colter" in the amount of Three Thousand Dollars (\$3,000.00). These monies will be paid within 10 days of the receipt by SJVC's counsel of an executed Agreement and Stipulation Re: Dismissal. Plaintiffs acknowledge that they alone shall be responsible for the payment of all federal, state and local taxes that may become due and owing as a result of the above-described payment, if any. Plaintiffs will indemnify and defend SJVC against any claims for taxes, fines, fees, assessments, penalties, or any other claim that may be assessed by any federal, state, or local taxing authority as a result of the above-described payment.

SETTLEMENT AGREEMENT AND RELEASE
Page 5 of 5

DEFINED. YOU SHOULD THOROUGHLY REVIEW AND UNDERSTAND THE EFFECT OF THIS SETTLEMENT AGREEMENT AND RELEASE BEFORE ACTING ON IT. IF YOU DO NOT UNDERSTAND IT, DO NOT SIGN IT.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date shown below.

Date: 01-22-09

By: Roman Colter
Roman Colter

Date: 01/24/09

By: Roman D. Colter
Roman D. Colter

SAN JOAQUIN VALLEY COLLEGE

Date: _____

By: _____
Michael D. Perry
Chief Executive Officer

CURIALE DELLAVERSON HIRSCHFELD & KRAEMER, LLP
ATTORNEYS AT LAW
SANTA MONICA

1 pursuant to Federal Rule of Civil Procedure 41. Each party will bear his, or its,
2 own attorneys' fees and costs of suit.

3
4 **IT IS SO STIPULATED.**

5
6 Dated: January 22, 2009

7 By: Roman Colter
8 Roman Colter

9 Plaintiff in Pro Per

10 Dated: January 24, 2009

11 By: Roman
12 Roman D. Colter

13 Plaintiff in Pro Per

14 Dated: January __, 2009

**CURIALE DELLAVERSON
HIRSCHFELD & KRAEMER, LLP**

15
16
17 By: /s/ Kirstin Muller
18 Kirstin E. Muller
19 Kimberly G. Brener

20 Attorneys for Defendant
21 SAN JOAQUIN VALLEY COLLEGE,
22 INC.

23 **IT IS SO ORDERED.**

24 1-29-09

25
26
27
28
Honorable Anthony W. Ishi
United States District Court Judge

1 Mediation Offices of Steven G. Mehta, Esq. (State Bar No. 160964)
2 27200 Tournay Road, Suite 475
3 Valencia, CA 91355
4 (661) 284-1818 - Telephone
5 (661) 284-1811 - Facsimile

This what we
agreed to
watch for
the attorney
to try to
add on ? ne

6 SUPERIOR COURT OF THE STATE OF
7 COUNTY OF LOS ANGELES

8 Roman Colter and
9 Roman D. Colter Plaintiff

Case No.

10 vs.

STIPULATION RE SETTLEMENT

11 San Joaquin Valley College
12 and Does 1-3 Defendants

13 This case having come on this date for mediation before Steven G. Mehta and the parties having conferred,

14 IT IS HEREBY STIPULATED THAT this matter is deemed settled and is a binding enforceable
15 settlement pursuant to the following terms and conditions:

16 1. a. Defendant agrees to pay the total settlement
17 amount of \$3,000.00, payable to Roman Colter and Roman D. Colter
18 as consideration for the ~~the~~ promises and
19 releases enumerated below.

20 b. Defendant further agrees to provide good faith
21 assistance to Plaintiff through its Student Financial
22 Aid Services to enable Plaintiff to explore options for
23 consolidating, refinancing, or otherwise paying off
24 their existing loans relating to Roman D. Colter's
25 enrollment at Defendant by providing a list of ~~the~~ Plaintiff's
26 existing loan amounts and contact information or
27 resources for Plaintiff to pursue. Defendant makes
28 no warranties or guarantees with regard to this
assistance, other than that it will be in good faith.

CASE NAME:

COLTER V. SAN JOAQUIN VALLEY COLLEGE

CASE NUMBER:

1:08-CV-01004-AWJ-TAG

2. The Plaintiff agrees to accept said sum as payment in full of all (his/her/their) claims, known or unknown, arising from the events described in the complaint with the knowledge that (he/she/they) will be barred from proceeding against the Defendants(s) in the future regardless of what might happen.

3. Each party will bear its own court costs and attorneys fees.

4. Parties/Plaintiff shall execute mutual release(s) of all claims against all defendants, which will include a civil code 1542 release.

5. This settlement may be enforced pursuant to California Code of Civil Procedure Section 664.6, in the ^{US DISTRICT CT of Eastern DISTRICT} Superior Court of Los Angeles County. (If parties to pending litigation stipulate, in writing, for settlement of the case, or part thereof, the Court, upon motion, may enter judgment pursuant to the terms of the settlement.) This document can be used as evidence of the settlement.

or its Federal equivalent

6. Payment to be made within 10 days of the following date: receipt by Defendant's counsel of the executed stipulation re: dismissal and mutual releases

7. The settlement terms shall be confidential and the consideration for such confidentiality will be deemed as \$100.

8. Plaintiff is responsible for all liens.

9. If either party is required to enforce the terms of this settlement, then the prevailing party will be entitled to recover its costs and attorneys fees in seeking to enforce the settlement. ~~Any dispute regarding the settlement will be subject to arbitration.~~

Additional pages attached (number) _____

Date: 01-06-09

COLTER, ROMAN
(TYPE OR PRINT NAME)

Roman Colter
(SIGNATURE OF PLAINTIFF)

Roman Colter
(TYPE OR PRINT NAME)

Roman C.
(SIGNATURE OF ATTORNEY FOR PLAINTIFF)

Tammie Zaczek
(TYPE OR PRINT NAME)

Tammie Zaczek
(SIGNATURE OF DEFENDANT)

KIRSTIN E. MULLER
(TYPE OR PRINT NAME)

Kirstin E. Muller
(SIGNATURE OF ATTORNEY FOR DEFENDANT)

(TYPE OR PRINT NAME)

(SIGNATURE OF _____)

(TYPE OR PRINT NAME)

(SIGNATURE OF ATTORNEY FOR _____)