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7
 8 UNITED STATES DISTRICT COURT
 9 EASTERN DISTRICT OF CALIFORNIA
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11 BALJIT ATHWAL; NAVNEET ATHWAL; Case No: 1:15-CV-00311-TLN-BAM
 DALJIT ATWAL;

Honorable Troy L. Nunley

12 Plaintiffs,

13 vs.

**STIPULATION RE DETERMINATION OF
 GOOD FAITH SETTLEMENT OF
 DEFENDANTS CITY OF CERES, CITY OF
 TURLOCK AND TIMOTHY REDD
 WITH PLAINTIFFS**

14 COUNTY OF STANISLAUS; CITY OF
 15 TURLOCK; CITY OF MODESTO; CITY OF
 CERES; STANISLAUS COUNTY OFFICE
 16 OF THE DISTRICT ATTORNEY; KIRK
 BUNCH; JON EVERS; TIMOTHY REDD;
 17 DALE LINGERFELT; STEVE JACOBSON;
 BIRGIT FLADAGER; GALEN CARROLL;
 18 PAUL EDWARD JONES,

19 Defendants.

20 _____ /
 21 IT IS HEREBY STIPULATED by and between plaintiffs, BALJIT ATHWAL and DALJIT
 22 ATWAL (hereafter "PLAINTIFFS" when referred to collectively), defendants COUNTY OF
 23 STANISLAUS, STANISLAUS COUNTY OFFICE OF THE DISTRICT ATTORNEY, KIRK
 24 BUNCH, DALE LINGERFELT, STEVE JACOBSON, and BIRGIT FLADAGER (hereafter
 25 "COUNTY"), defendants CITY OF TURLOCK and TIMOTHY REDD (hereafter "TURLOCK"),
 26 defendants CITY OF MODESTO, JON EVERS, and GALEN CARROLL (hereafter "MODESTO"),
 27 and defendant CITY OF CERES (hereafter "CERES"), as follows:

28 1. TURLOCK and CERES are defendants in this action.

1 2. TURLOCK and CERES have reached an agreement with PLAINTIFFS to pay to them
2 the total sum of \$25,000.00, with BALJIT ATHWAL receiving \$20,000.00 and DALJIT ATWAL
3 receiving \$5,000.00, in exchange for a dismissal of PLAINTIFFS' Claims against TURLOCK and
4 CERES.

5 3. PLAINTIFFS, COUNTY, MODESTO, TURLOCK, and CERES all hereby agree and
6 stipulate that the settlement between PLAINTIFFS, TURLOCK, and CERES is in good faith pursuant
7 to California Code of Civil Procedure sections 877 and 877.6.

8 4. California Code of Civil Procedure section 877 et. seq. governs the determination of
9 whether the settlement entered into by and between PLAINTIFFS, TURLOCK, and CERES is in
10 good faith. A settling party may seek a determination that a settlement was made in good faith under
11 California Code of Civil Procedure section 877.6 in federal court. *Fed. Sav. & Loan Ins. Corp. v.*
12 *Butler*, 904 F.2d 505, 511 (9th Cir. 1990) (holding that while the “section 877.6 procedures do not
13 govern a federal action . . . the substantive provisions. . . are applicable”); *Jette v. Orange Cnty., Fin.,*
14 *Inc.*, No. 2:08-cv-01767 GEB KJM, 2010 WL 3341561, at *2 (E.D. Cal. Aug. 23, 2010); *Maxwell v.*
15 *MortgageIT, Inc.*, No. 1:08-CV-01329 OWW SKO, 2010 WL 2219190, at *1 (E.D. Cal. June 1,
16 2010) (stating that “federal courts may enter . . . determinations” under section 877.6); *Sunterra Corp.*
17 *v. Perini Bldg. Co.*, No. 2:04-cv-00784 MCE EFB, 2009 WL 2136108, at *1 (E.D. Cal. July 15,
18 2009) (stating that “[a] district court may properly consult the provisions of §877.6 in determining
19 whether an early settlement meets the requisite good faith scrutiny”).

20 Section 877.6 provides:

21 (a)(1) Any party to an action in which it is alleged that two or more parties are joint
22 tortfeasors . . . shall be entitled to a hearing on the issue of the good faith of a
23 settlement entered into by the plaintiff or other claimant and one or more alleged
24 tortfeasors . . . , upon giving notice

25 (2) In the alternative, a settling party may give notice of settlement to all parties and
26 to the court, together with an application for determination of good faith settlement
27 and a proposed order. . . .

28 (b) The issue of the good faith of a settlement may be determined by the court on the
basis of affidavits served with the notice of hearing, and any counteraffidavits filed in
response, or the court may, in its discretion, receive other evidence at the hearing.

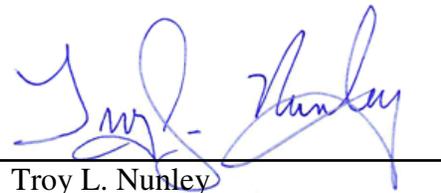
(c) A determination by the court that the settlement was made in good faith shall bar
any other joint tortfeasor . . . from any further claims against the settling tortfeasor . . .

ORDER

GOOD CAUSE HAVING BEEN SHOWN AND THE PARTIES HAVING STIPULATED TO THE SAME, the Court finds that the above-stated Stipulation is and shall be the Order of the Court. The settlement between plaintiffs BALJIT ATHWAL, DALJIT ATWAL, TURLOCK, and CERES is hereby deemed to be a good faith settlement within the meaning and effect of California Code of Civil Procedure sections 877 and 877.6. Any further claims of any joint tortfeasors or co-obligors relating to the subject matter of this lawsuit against TURLOCK and CERES for equitable comparative contribution, or partial or comparative indemnity, based on comparative negligence or comparative fault are hereby forever barred and dismissed with prejudice pursuant to California Code of Civil Procedure section 877.6, subdivision (c).

IT IS SO ORDERED.

DATED: March 17, 2022



Troy L. Nunley
United States District Judge