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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

BALJIT ATHWAL; NAVNEET ATHWAL;
DALJIT ATWAL;

Case No: 1:15-CV-00311-TLN-BAM

Honorable Troy L. Nunley

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

Plaintiffs,

vs.

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

Defendants.

/

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

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., Inc.*,
14 No. 2:08-cv-01767 GEB KJM, 2010 WL 3341561, at *2 (E.D. Cal. Aug. 23, 2010); *Maxwell v. MortgageIT, Inc.*, No. 1:08-CV-01329 OWW SKO, 2010 WL 2219190, at *1 (E.D. Cal. June 1,
15 2010) (stating that “federal courts may enter . . . determinations” under section 877.6); *Sunterra Corp. v. Perini Bldg. Co.*, No. 2:04-cv-00784 MCE EFB, 2009 WL 2136108, at *1 (E.D. Cal. July 15,
16 2009) (stating that “[a] district court may properly consult the provisions of §877.6 in determining
17 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
tortfeasors . . ., upon giving notice

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

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

28 (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 . . .

1 for equitable comparative contribution, or partial or comparative indemnity, based on
2 comparative negligence or comparative fault.

3 (d) The party asserting the lack of good faith shall have the burden of proof on that
issue.

4 California Code of Civil Procedure section 877.6.

5 Here, this application is unopposed and is stipulated to by all of the parties in this litigation.

6 5. Pursuant to California Code of Civil Procedure sections 877 and 877.6, all further
7 Claims against TURLOCK and CERES for equitable comparative contribution, or partial or
8 comparative indemnity, shall be barred.

9 DATED: March 21, 2022

10 ARATA, SWINGLE, VAN EGMOND & HEITLINGER
A Professional Law Corporation

11 By /s/ Bradley J. Swingle
12 Bradley J. Swingle
13 Attorneys for Defendants
CITY OF CERES, CITY OF TURLOCK
TIMOTHY REDD

14 DATED: March 17, 2022

15 MORRISON & FOERSTER LLP

16 By: /s/ Arturo J. Gonzalez (authorized per email)
17 Arturo J. Gonzalez
18 Attorneys for Plaintiffs
BALJIT ATHWAL and DALJIT ATWAL

19 DATED: March 17, 2022

20 ALLEN, GLAESSNER, HAZELWOOD & WERTH

21 By /s/ Patrick D. Moriarty (authorized per email)
22 Patrick D. Moriarty
23 Attorneys for Defendants
CITY OF MODESTO, CHIEF GALEN
CARROLL and DETECTIVE JON EVERES

24 DATED: March 17, 2022

25 PORTER SCOTT, APC

26 By /s/ John R. Whitefleet (authorized per email)
27 John R. Whitefleet
28 Attorneys for Defendants
COUNTY OF STANISLAUS, STANISLAUS
COUNTY OFFICE OF THE DISTRICT ATTORNEY,
KIRK BUNCH, DALE LINGERFELT, STEVE
JACOBSON and BIRGIT FLADAGER

ORDER

2 GOOD CAUSE HAVING BEEN SHOWN AND THE PARTIES HAVING STIPULATED
3 TO THE SAME, the Court finds that the above-stated Stipulation is and shall be the Order of the
4 Court. The settlement between plaintiffs BALJIT ATHWAL, DALJIT ATWAL, the CITY OF
5 TURLOCK, the CITY OF CERES, and TIMOTHY REDD is hereby deemed to be a good faith
6 settlement within the meaning and effect of California Code of Civil Procedure sections 877 and
7 877.6. Any further claims of any joint tortfeasors or co-obligors relating to the subject matter of this
8 lawsuit against the CITY OF TURLOCK, CITY OF CERES, and TIMOTHY REDD for equitable
9 comparative contribution, or partial or comparative indemnity, based on comparative negligence or
10 comparative fault are hereby forever barred and dismissed with prejudice pursuant to California Code
11 of Civil Procedure section 877.6, subdivision (c).

IT IS SO ORDERED.

DATED: March 21, 2022

Troy L. Nunley