

Bradley J. Epstein (CA State Bar No. 171567)
Sam Y. Chon (CA State Bar No. 197246)
ANGIUS & TERRY LLP
1451 River Park Drive, Suite 285
Sacramento, CA 95815
Telephone: (916) 567-1400
Facsimile: (916) 567-1401

Attorneys for Defendant and Cross-Claimant
FIRST ASCENT OWNERS ASSOCIATION, INC.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

SCOTT JOHNSON,) Case No. 2:07-CV-702-LKK-GGH

Plaintiff,

V.

INTRAWEST CALIFORNIA HOLDINGS,
INC., INTRAWEST HOSPITALITY
MANAGEMENT, INC., INTRAWEST
RETAIL GROUP, INC., FIRST ASCENT
OWNERS ASSOCIATION, INC.,

Defendants.

)) Case No. 2:07-CV-702-LKK-GGH

) **STIPULATION OF DISMISAL OF
CROSS-ACTION; ORDER**

FIRST ASCENT OWNERS ASSOCIATION, INC.

Cross-claimant,

V

INTRAWEST HOSPITALITY MANAGEMENT, INC.,

Cross-defendant.

2:07-CV-702-LKK-GGH

1 The parties hereto stipulate as follows:

2 Previously, a settlement agreement between Plaintiff SCOTT JOHNSON and Defendant
3 INTRAWEST HOSPITALITY MANAGEMENT, INC. (Intrawest) has been fully executed.
4 Defendant and Cross-Claimant FIRST ASCENT OWNERS ASSOCIATION, INC. ("First Ascent")
5 was not a party to the settlement agreement between Plaintiff and Intrawest. However, pursuant to
6 the Stipulation of Dismissal of First Amended Complaint; Order attached hereto as Exhibit A,
7 Plaintiff's First Amended Complaint was dismissed, with prejudice, as to both Intrawest and First
8 Ascent. Defendants Intrawest Holdings, Inc. and Intrawest Retail Group, Inc. were dismissed prior
9 to any settlement agreements.

10 Now, First Ascent and Intrawest have reached a full and final settlement pursuant to the terms
11 of a written Settlement Agreement. Pursuant to the Settlement Agreement, First Ascent agrees to
12 dismiss its Cross-Claim (Cross-Action) against Intrawest, with prejudice.

13 Some parts of the Settlement Agreement are to be performed in the future. Although the
14 Cross-Action is hereby being dismissed with prejudice, First Ascent and Intrawest agree and request
15 the Court to retain jurisdiction for one (1) year from the date hereof in order to enforce the terms of
16 the Settlement Agreement under the authority of Kokkonen v. Guardian Life Insurance Co. Of
17 America, 511 U.S. 375, 381-82 (1994).

18 IT IS HEREBY STIPULATED by and between First Ascent and Intrawest, through their
19 designated counsel, that First Ascent's Cross-Action be and hereby is dismissed with prejudice
20 pursuant to FRCP 41 (a) (2), and the court retains the jurisdiction solely to enforce the terms of the
21 Settlement Agreement for one (1) year after the date hereof.

23 Date :December 29, 2008

 Date: January 14, 2009

24 S/Charles E. Noneman

S/Sam Y. Chon

25 Attorney for Intrawest

 Attorney for First Ascent

27 2:07-CV-702-LLKGGH

1 **IT IS SO ORDERED:**

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3 Date: January 16, 2009

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6 LAWRENCE K. KARLTON
7 SENIOR JUDGE
8 UNITED STATES DISTRICT COURT

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27 2:07-CV-702-LLKGGH

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