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10 Attorneys for Plaintiffs,
 11 **RAKESH JOSHI and PRANIKA JOSHI**

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 14 **UNITED STATES DISTRICT COURT**
 15 **EASTERN DISTRICT OF CALIFORNIA**
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17 RAKESH JOSHI and PRANIKA
 18 JOSHI,

19 Plaintiffs,

20 vs.

21
 22 STARBUCKS CORPORATION, a
 23 Washington corporation, and DOES 1
 through 10, inclusive,

24 Defendant.
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Case No. 2:09-CV-00095-FCD-DAD

**STIPULATION AND [PROPOSED]
 ORDER AWARDING PLAINTIFFS
 REASONABLE ATTORNEYS' FEES
 AND RELATED NONTAXABLE
 EXPENSES AND COSTS**

1 Plaintiffs Rakesh Joshi and Pranika Joshi (“Plaintiffs”) and defendant
2 Starbucks Corporation (“Starbucks”), through their respective counsel (collectively,
3 the “Parties”), submit the following stipulation:

4 WHEREAS on January 12, 2010, Plaintiffs filed a Notice of Acceptance of
5 Starbucks’ Federal Rule of Civil Procedure 68 Offer of Judgment to pay Plaintiffs
6 Four Hundred Thousand and NO/100 Dollars (\$400,000.00) in settlement of this
7 lawsuit;

8 WHEREAS the Offer of Judgment also included an offer to pay Plaintiffs for
9 reasonable attorneys’ fees, and related nontaxable expenses and costs Plaintiffs
10 incurred through the date of the Offer of Judgment in connection with this lawsuit;

11 WHEREAS on January 12, 2010, pursuant to the Offer of Judgment, this Court
12 entered an interlocutory judgment in accordance with the Offer of Judgment and
13 Acceptance of the Offer of Judgment by Plaintiffs;

14 WHEREAS the Parties dispute the amount of reasonable attorneys’ fees to be
15 paid to Plaintiffs;

16 WHEREAS the Parties settled this dispute by reaching an agreement as to an
17 agreed-upon amount of reasonable attorneys’ fees, related nontaxable expenses and
18 costs to be paid to Plaintiffs by virtue of their bringing this lawsuit;

19 WHEREAS, the Parties agree that Starbucks shall pay Plaintiffs, within three
20 business days of the date this Order is signed by this Court, One Hundred Eighty-
21 Four Thousand Three Hundred Twenty-Two and 49/100 Dollars (\$184,322.49) in
22 satisfaction of the portion of the judgment comprised of reasonable attorneys’ fees,
23 related nontaxable expenses and costs;

24 WHEREAS the Parties agree that Community 1st Bank has made a claim to
25 amounts paid by Starbucks to Plaintiffs in settlement of this lawsuit, except that
26 Community 1st Bank has expressly disclaimed that it is seeking any portion of the
27 judgment comprised of reasonable attorneys’ fees, related nontaxable expenses and
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1 costs to be paid to Plaintiffs by virtue of their bringing this lawsuit pursuant to the
2 letter attached hereto as Exhibit A;

3 WHEREAS the Parties agree that within three business days of Starbucks'
4 payment to Plaintiffs of the portion of the judgment comprised of reasonable
5 attorneys' fees, related nontaxable expenses and costs to be paid to Plaintiffs by
6 virtue of their bringing this lawsuit, that portion of the judgment shall be satisfied,
7 and Plaintiff shall file the Partial Satisfaction of Judgment – Attorneys' Fees and
8 Costs attached hereto as Exhibit B; and

9 WHEREAS the Parties agree that this Stipulation shall not in any way limit the
10 res judicata effect of the judgment in this lawsuit or Starbucks' obligation to pay the
11 portion of the judgment comprised of Four Hundred Thousand and NO/100 Dollars
12 (\$400,000.00),

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1 IT IS HEREBY STIPULATED by and between the Parties, by and through
2 their respective attorneys of record, as follows: Plaintiffs shall be awarded One
3 Hundred Eighty-Four Thousand Three Hundred Twenty-Two and 49/100 Dollars
4 (\$184,322.49) as reasonable attorneys' fees, related nontaxable expenses and costs.
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7 Dated: April ¹³, 2010

THE LACROIX LAW FIRM, P.C.

8 *s/Damian E. LaCroix*

9 _____
Damian E. LaCroix

10 Attorneys for Plaintiffs

11 Rakesh Joshi and Pranika Joshi

12 Dated: April ¹³, 2010

WILLENKEN WILSON LOH & LIEB, LLP

13 *s/Eileen M. Ahern*

14 _____
Eileen M. Ahern

15 Attorneys for Defendant

16 Starbucks Corporation

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18 **[PROPOSED] ORDER**

19 IT IS SO ORDERED.

20 Dated: _____

21 _____
The Honorable Frank C. Damrell

22 United States Judge
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WILLENKEN
WILLENKEN WILSON LOH & LIEB LLP

LETTER AGREEMENT

April 5, 2010

VIA FACSIMILE AND FEDERAL EXPRESS

Community 1st Bank
c/o
John H. McCardle, Esq.
Kraft Opich LLP
7509 Madison Avenue, Suite 111
Citrus Heights, California 95610

Re: *Joshi v. Starbucks*

To Community 1st Bank:

As you know, Starbucks Corporation has been informed that both Community 1st Bank, on the one hand, and Rakesh and Pranika Joshi, on the other hand, have competing claims regarding entitlement to the settlement amounts to be paid by Starbucks Corporation in the above-referenced lawsuit. As you also know, the settlement amounts consist of a \$400,000.00 payment in settlement of the claims in the lawsuit (the "Settlement Payment"), and a \$184,322.49 payment in settlement of attorneys' fees and costs (the "Attorneys' Fees Payment").

Starbucks understands from respective counsel for Community 1st Bank and the Joshis that the parties currently are engaged in negotiations to reach a resolution regarding to whom the Settlement Payment should be paid. Starbucks also understands from counsel for Community 1st Bank that the Community 1st Bank is not making any claim that it is entitled to the Attorneys' Fees Payment.

Starbucks hereby requests that Community 1st Bank confirm by signing this Letter Agreement that Community 1st Bank is not claiming any right to the Attorneys'

EXHIBIT A

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WILLENKEN WILSON LOH & LIEB LLP

Fees Payment, and that Community 1st Bank hereby waives any right it has or may have to recover any portion of the Attorneys' Fees Payment.

Starbucks looks forward to your prompt response.

Sincerely,

Eileen Ahern

AGREED AND ACCEPTED:

COMMUNITY 1ST BANK

By: 

Name: Jeff T. Moore

Title: EVP & Chief Credit Officer

Approved as to form:

By: 

John H. McCardle, Esq.
Kraft Opich LLP
7509 Madison Avenue, Suite 111
Citrus Heights, California 95610
Counsel for Community 1st Bank

cc: Jason Wilson, Esq.
Damian LaCroix, Esq. (via email and U.S. Mail)
John Buche, Esq. (via email and U.S. Mail)

EXHIBIT B

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15 Attorneys for Plaintiffs,
16 **RAKESH JOSHI and PRANIKA JOSHI**

17 **UNITED STATES DISTRICT COURT**
18 **EASTERN DISTRICT OF CALIFORNIA**

19 **RAKESH JOSHI and PRANIKA**
20 **JOSHI,**

21 Plaintiffs,

22 vs.

23 **STARBUCKS CORPORATION, a**
24 **Washington corporation, and DOES 1**
25 **through 10, inclusive,**

26 Defendant.

Case No. 2:09-CV-00095-FCD-DAD

**PARTIAL SATISFACTION OF
JUDGMENT – ATTORNEYS’ FEES AND
COSTS**

EXHIBIT B

PARTIAL SATISFACTION OF JUDGMENT

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3 WHEREAS, on January 12, 2010, this Court entered a judgment in the above
4 action in favor of plaintiffs Rakesh Joshi and Pranika Joshi (“Plaintiffs”) and against
5 defendant Starbucks Corporation (“Starbucks”) in accordance with the terms of
6 Starbucks’ Federal Rule of Civil Procedure 68 Offer of Judgment and Plaintiffs’
7 Notice of Acceptance of Starbucks’ Federal Rule of Civil Procedure 68 Offer of
8 Judgment, pursuant to which Starbucks is to pay Plaintiffs Four Hundred Thousand
9 and NO/100 Dollars (\$400,000.00) in settlement of this lawsuit, and reasonable
10 attorneys’ fees, and related nontaxable expenses and costs Plaintiffs incurred through
11 the date of the Offer of Judgment in connection with this lawsuit;

12 WHEREAS, the Parties agreed that Starbucks would pay Plaintiffs One
13 Hundred Eighty-Four Thousand Three Hundred Twenty-Two and 49/100 Dollars
14 (\$184,322.49) in satisfaction of the portion of the judgment comprised of reasonable
15 attorneys’ fees, related nontaxable expenses and costs to be paid to Plaintiffs by
16 virtue of their bringing this lawsuit; and

17 WHEREAS the portion of the judgment comprised of reasonable attorneys’
18 fees, related nontaxable expenses and costs to be paid to Plaintiffs by virtue of their
19 bringing this lawsuit has been fully paid,

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EXHIBIT B

1 THEREFORE, full and complete satisfaction of only the portion of the
2 judgment comprised of reasonable attorneys' fees, related nontaxable expenses and
3 costs to be paid to Plaintiffs by virtue of their bringing this lawsuit is hereby
4 acknowledged. It is hereby further acknowledged that the portion of the judgment
5 comprised of Four Hundred Thousand and NO/100 Dollars (\$400,000.00) is unpaid.
6 The Clerk of the Court is hereby authorized and directed to make an entry of the full
7 and complete satisfaction on the docket only as to the portion of the judgment
8 comprised of reasonable attorneys' fees, related nontaxable expenses and costs and
9 the remaining portion of the judgment comprised of Four Hundred Thousand and
10 NO/100 Dollars (\$400,000.00) shall remain on the docket as unpaid.

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12 DATED: April __, 2010

THE LACROIX LAW FIRM, P.C.

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14 _____
15 Damian E. LaCroix
16 Attorneys for Plaintiffs
17 Rakesh Joshi and Pranika Joshi
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