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8 Datatel Solutions, Inc.

9 **UNITED STATES DISTRICT COURT**
10 **EASTERN DISTRICT OF CALIFORNIA**

11 DATATEL SOLUTIONS, INC., a California
12 corporation,

13 Plaintiff,

14 vs.

15 KEANE TELECOM CONSULTING, LLC, a
16 New Jersey limited liability company;
17 OUTREACH TELECOM AND ENERGY,
18 LLC, a New Jersey limited liability company;
19 and DOES 1 through 10, inclusive,

20 Defendants.

Case No.: 2:12-CV-01306-GEB-EFB

**GENERAL APPEARANCE BY
SUCCESSOR IN INTEREST TO
DEFENDANTS; STIPULATION TO
VACATE ENTRY OF DEFAULT, FOR
REFERRAL TO VDRP AND RELATED
RELIEF**

Complaint Filed: May 14, 2012
Trial Date: Not Set

21 PLAINTIFF AND DEFENDANTS, by and through their respective undersigned counsel,
22 hereby stipulate and agree as follows.

23 OUTREACH TECHNOLOGY, LLC, as the alleged successor-in-interest to named
24 defendants KEANE TELECOM CONSULTING, LLC and OUTREACH TELECOM AND
25 ENERGY, LLC, retained the undersigned counsel (“defense counsel”) after Plaintiff’s application
26 for entry of default judgment (Doc. 13) was filed and the time to oppose same had expired. On
27 November 26, 2012, defense counsel contacted plaintiff’s counsel and requested a stipulation to
28 withdraw the application. Plaintiff’s counsel refused. On November 30, 2012, plaintiff’s counsel

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WATTS, LLP

1 and defense counsel reach a stipulated resolution of the pending application for entry of judgment,
2 the complete terms of which are as follows (subject to court approval):

- 3 1. OUTREACH TECHNOLOGY, LLC, a Florida limited liability company, as the putative
4 successor-in-interest to named Defendants, KEANE TELECOM CONSULTING, LLC, a
5 New Jersey limited liability company and OUTREACH TELECOM AND ENERGY,
6 LLC, a New Jersey limited liability company, without waiving any rights and/or defenses
7 available to it, including without limitation jurisdictional, procedural and substantive
8 defenses, if any, hereby generally appears in this action for the purpose of entering this
9 stipulation and proceeding with mediation pursuant to Section 16 of the SP Agreement as
10 amended in 2010. Similarly, plaintiff waives no rights or claims presently alleged in the
11 complaint, including without limitation the claim that the named defendants were not and
12 are not now predecessors in interest of Outreach Technology, LLC.
- 13 2. Plaintiff hereby withdraws the pending application for entry of judgment without
14 prejudice and requests that the Court vacate the hearing date on same.
- 15 3. Plaintiff hereby stipulates to and requests an Order vacating the Clerk's entry of default
16 in this matter on August 2, 2012.
- 17 4. In lieu of the ADR (alternative dispute resolution) provisions in the contract in suit, the
18 parties' hereby request referral to this Court's Voluntary Dispute Resolution Program
19 ("VDRP") and 90 days' leave of court to complete ADR therein.
- 20 5. Should ADR fail to resolve this case, the parties shall return to the *status quo ante* and
21 Defendant(s) shall file a responsive pleading to Plaintiff's complaint not later than 14
22 days after the ADR session has been concluded.
- 23 6. If this stipulation is accepted by the Court, the parties jointly request that the Court
24 schedule the initial Joint Status/Scheduling Conference on a date convenient to the Court,
25 but approximately 120 days from entry of the order on this stipulation.
- 26 7. The Court may adopt this stipulation and enter it as an order binding upon the parties.

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