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Attorneys for Plaintiff SIEMENS INDUSTRY, INC.

10 UNITED STATES DISTRICT COURT
 11 EASTERN DISTRICT OF CALIFORNIA

12 SIEMENS INDUSTRY, INC.,
 13 Plaintiff,
 14 v.
 15 CTC SERVICES, INC., and DOES
 16 1 Through 20, inclusive,
 17 Defendants.

No. 2:14-CV-00682-TLN-EFB

**STIPULATION AND ORDER TO DISMISS
 ACTION WITHOUT PREJUDICE UPON
 CONDITIONAL SETTLEMENT WITH
 RETENTION OF JURISDICTION TO
 ENFORCE SETTLEMENT AGREEMENT AND
 STIPULATED JUDGMENT**

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1 This Stipulation is made between Plaintiff Siemens Industry,
2 Inc. ("Plaintiff") and Defendant CTC Services, Inc. ("Defendant")
3 (collectively, the "Parties"), in light of the following facts:

4 WHEREAS, the Parties have conducted ongoing settlement
5 discussions between counsel and in furtherance of potential
6 settlement, the Parties engaged in mediation on April 20, 2015 and
7 on February 23, 2016 with the assistance of Sacramento attorney
8 and mediator Kenneth Malovos, Esq.;

9 WHEREAS, the Parties have reached a settlement which is
10 embodied in the Settlement and Mutual Release Agreement, effective
11 as of February 26, 2016, a true copy of which is attached hereto
12 as Exhibit "A"; and

13 WHEREAS, the Settlement and Mutual Release Agreement
14 provides, in part, for monthly payments by Defendant to Plaintiff
15 over a period of eighteen (18) months to be secured by a
16 Stipulated Judgment, a true copy of which is attached hereto as
17 Exhibit "B", to be entered and enforced only in the event of
18 material default by Defendant in performance of the terms and
19 conditions of the Settlement and Mutual Release Agreement; and,
20 now, therefore:

21 IT IS STIPULATED AND AGREED BY AND BETWEEN PLAINTIFF AND
22 DEFENDANT, through their respective counsel, that the amount of
23 the Stipulated Judgment is neither a penalty nor a liquidated
24 damage charge. The amount of the Stipulated Judgment takes into
25 consideration the economics associated with proceeding further
26 with this matter, including but not limited to: (a) A fully
27 performed settlement; (b) Limiting the continuing attorney's fees
28 and costs related to litigation; (c) Limiting attorney's fees and

1 costs related to post-Judgment procedures, including but not
2 limited to, Judgment Debtor Examinations, debtor and asset
3 searches, levies, writs, assignments and Sister-State Judgments;
4 and (d) Elimination of the uncertainties related to collection of
5 a Judgment in contrast to a full voluntary payment and
6 performance by the Defendant; and

7 IT IS FURTHER STIPULATED AND AGREED BY AND BETWEEN PLAINTIFF
8 AND DEFENDANT, through their respective counsel, that in the
9 event of default by Defendant, Plaintiff shall comply with the
10 notice procedure set forth in Paragraph 1.c. of the Agreement, as
11 quoted further below, when proceeding for entry of the Stipulated
12 Judgment by application or motion, with opportunity for
13 opposition by applicable statute or rule; and

14 IT IS FURTHER STIPULATED AND AGREED BY AND BETWEEN PLAINTIFF
15 AND DEFENDANT, through their respective counsel, that Defendant
16 waives Notice of Entry of Judgment. Each party waives the right
17 to appeal from the Judgment entered hereon.

18 IT IS FURTHER STIPULATED AND AGREED BY AND BETWEEN PLAINTIFF
19 AND DEFENDANT, through their respective counsel, that this action
20 shall be dismissed without prejudice, but that the Court shall
21 retain jurisdiction for the purpose of enforcing the Settlement
22 and Mutual Release Agreement as provided in Paragraph 1.c. thereof
23 as follows:

24 "[I]n the event CTC fails to make any monthly payment
25 when due and such failure continues for a period in
26 excess of 30 days, upon only written notice (as CTC
27 expressly waives personal service of any notice,
28 application, or motion) from SIEMENS delivered by
certified mail-return receipt requested via the United
States Postal Service ("USPS"), or overnight delivery
via Federal Express ("FedEx") or United Parcel Service

1 ("UPS") with a tracking number to CTC's agent for
2 service of process according to the website for the
3 California Secretary of State at the time notice is
4 provided, currently Susan R. Stoll, 1725 Foxridge
5 Circle, Auburn, CA 95603, and proof of such failure of
6 payment by CTC to the court by application or motion,
7 judgment shall be entered against CTC in the amount of
8 \$200,000.00, in addition to attorneys' fees and costs
9 provided for in Paragraph 7. below incurred by Siemens
10 in securing entry of judgment on the Stipulated
11 Judgment and that despite the dismissal of Action No.
12 1 as hereinafter provided, the court shall retain
13 jurisdiction to enter such judgment enforcing this
14 settlement.

15 IT IS FURTHER STIPULATED AND AGREED BY AND BETWEEN PLAINTIFF
16 AND DEFENDANT, through their respective counsel, that upon
17 payment in full by Defendant to Plaintiff pursuant to the
18 Agreement, this action shall be dismissed in its entirety with
19 prejudice.

20 **IT IS SO STIPULATED.**

21 Dated: March 9, 2016

REYNOLDS MADDUX WOODWARD LLP

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By: /s/ Phillip J. Maddux
(as authorized 03-09-16)
Phillip J. Maddux
Attorneys for Defendant
CTC Services, Inc.

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Dated: March 9, 2016

TRACHTMAN & TRACHTMAN, LLP

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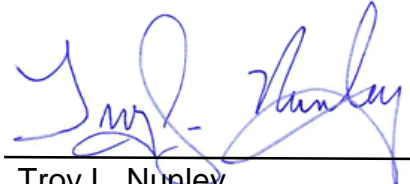
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IT IS SO ORDERED.

Dated: May 13, 2016



Troy L. Nunley
United States District Judge