

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

DAVID E. MCMILLAN, JR.,)	CASE NO. 2:14-cv-01359-TLN-KJN
)	
Plaintiff,)	STIPULATION REGARDING
)	GOOD FAITH SETTLEMENT OF
vs.)	DEFENDANT, FLOW
)	INTERNATIONAL
VALLEY RUBBER & GASKET)	CORPORATION AND ORDER
COMPANY, INC.; LEWIS-GOETZ)	
AND COMPANY, INC.; FLOW)	Assigned to: Hon. Troy L. Nunley
INTERNATIONAL CORPORATION;)	
DOES 1 THROUGH 100,)	
)	
Defendants.)	

The parties to this action, by and through their undersigned counsel of record, do hereby stipulate as follows:

1. Counsel for Plaintiff, DAVID E. McMILLAN, JR. (“McMillan”), and Defendant, FLOW INTERNATIONAL CORPORATION (“Flow”), represent to the Court and parties that, after arms-length settlement negotiations, they have agreed to settle this matter for the sum of Twenty-five Thousand Dollars (\$25,000.00) in exchange for a release and dismissal with prejudice of McMillan’s case against Flow.

2. All parties to this matter agree that the settlement entered into between McMillan and Flow complies with the factors and considerations set forth

**Gordon & Rees LLP
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071**

1 in *Tech-Built, Inc. v. Woodward-Clyde & Associates* (1985) 37 Cal.3d 488 and its
2 progeny.

3 3. The parties to this matter further agree to a court order that the
4 settlement agreement by and between McMillan and Flow is determined to be in
5 good faith within the meaning of the *California Code of Civil Procedure* §§877
6 and 877.6.

7 4. The parties to this matter also agree that, pursuant to the *California*
8 *Code of Civil Procedure* §877.6(c), all past, present, and future claims by any other
9 party, or any other joint tortfeasor or co-obligor, including non-parties to this
10 action, for any claims of equitable comparative contribution or partial or
11 comparative indemnity, based on comparative negligence or comparative fault, are
12 dismissed with prejudice and forever barred.

13 5. The parties to this matter agree that the filing of an application and/or
14 motion for determination of good faith settlement would be a waste of client and
15 judicial resources. Therefore, the parties waive notice of any submission of this
16 stipulation for approval by the Court, whether on an ex parte basis or by formal
17 noticed motion, because there is no opposition to Flow seeking an order that the
18 settlement is in good faith.

19 6. This stipulation may be signed in counterparts.
20

21 **SO STIPULATED:**

22 Dated: October 28, 2015

GORDON & REES LLP

24 By: /s/ Leslie A. Sheehan
25 Calvin E. Davis
26 Leslie A. Sheehan
27 Attorneys for Defendant FLOW
28 INTERNATIONAL
CORPORATION

1 Dated: October 28, 2015

MICHAEL H. KIM, P.C.

2
3 By: /s/ Michael H. Kim
4 Michael H. Kim, Esq.
5 Melanie Massey, Esq.
6 Attorneys for Plaintiff
7 DAVID E. MCMILLAN

8 Dated: October 28, 2015

**METZ LEWIS BRODMAN MUST
O'KEEFE LLC**

9
10 By: /s/ Kenneth S. Kornacki
11 Kenneth S. Kornacki
12 Attorneys for Defendants
13 VALLEY RUBBER AND
14 GASKET COMPANY, INC. AND
15 LEWIS-GOETZ AND
16 COMPANY, INC.

17 Dated: October 28, 2015

HOLDEN LAW GROUP

18 By: /s/ Anthony C. Oceguela
19 Stephen R. Holden
20 Anthony C. Oceguela
21 Attorneys for Defendants
22 VALLEY RUBBER AND
23 GASKET COMPANY, INC. AND
24 LEWIS-GOETZ AND
25 COMPANY, INC.

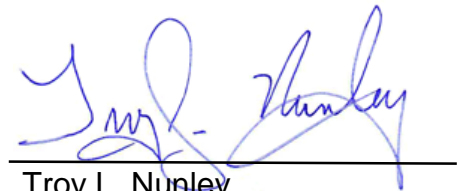
ORDER

On the filing of the above stipulation of the parties hereto by their respective attorneys,

IT IS HEREBY ORDERED that the settlement between Plaintiff, DAVID E. McMILLAN, JR. and Defendant, FLOW INTERNATIONAL CORPORATION, identified in paragraph one of the above stipulation is “in good faith” and satisfies the requirements of the California *Code of Civil Procedure* §877.6 and the factors set forth in *Tech-Built, Inc. v. Woodward-Clyde & Associates* (1985) 37 Cal.3d 488 and its progeny.

IT IS FURTHER ORDERED that all past, present, and future claims by any other party, or any other joint tortfeasor or co-obligor, including non-parties to this action, for any claims of equitable comparative contribution or partial or comparative indemnity, based on comparative negligence or comparative fault, are dismissed with prejudice and forever barred.

Dated: November 3, 2015



Troy L. Nunley
United States District Judge