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8 Attorneys for Defendant  
9 FLOW INTERNATIONAL CORPORATION

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

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14 DAVID E. McMILLAN, JR., ) CASE NO. 2:14-cv-01359-TLN-KJN  
15 Plaintiff, )  
16 vs. ) STIPULATION REGARDING  
17 ) GOOD FAITH SETTLEMENT OF  
18 ) DEFENDANT, FLOW  
19 ) INTERNATIONAL  
20 ) CORPORATION AND ORDER  
21 )  
22 ) Assigned to: Hon. Troy L. Nunley  
23 )  
24 ) Defendants. )

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

27 1. Counsel for Plaintiff, DAVID E. McMILLAN, JR. ("McMillan"), and  
28 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.

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

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.

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

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MICHAEL H. KIM, P.C.

By: /s/ Michael H. Kim  
Michael H. Kim, Esq.  
Melanie Massey, Esq.  
Attorneys for Plaintiff  
DAVID E. MCMILLAN

Dated: October 28, 2015

METZ LEWIS BRODMAN MUST  
O'KEEFE LLC

By: /s/ Kenneth S. Kornacki  
Kenneth S. Kornacki  
Attorneys for Defendants  
VALLEY RUBBER AND  
GASKET COMPANY, INC. AND  
LEWIS-GOETZ AND  
COMPANY, INC.

Dated: October 28, 2015

HOLDEN LAW GROUP

By: /s/ Anthony C. Oceguera  
Stephen R. Holden  
Anthony C. Oceguera  
Attorneys for Defendants  
VALLEY RUBBER AND  
GASKET COMPANY, INC. AND  
LEWIS-GOETZ AND  
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

Troy L. Nunley  
United States District Judge