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STUART G. GROSS (#251019)
sgross@grosskleinlaw.com
ROSS A. MIDDLEMISS (#323737)
rmiddlemiss@grosskleinlaw.com
GROSS KLEIN PC
The Embarcadero
Pier 9, Suite 100
San Francisco, CA 94111
t (415) 671-4628
f (415) 480-6688

JOSEPH R. SAVERI (#130064)
jsaveri@saverilawfirm.com
CHRISTOPHER K.L. YOUNG (#318371)
cyoung@saverilawfirm.com
JOSEPH SAVERI LAW FIRM, INC.
555 Montgomery Street, Suite 1210
San Francisco, CA 94111
t (415) 500-6800
f (415) 395-9940

*Attorneys for Plaintiffs the Paskenta Band of Nomlaki Indians
and the Paskenta Enterprises Corporation*

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

**PASKENTA BAND OF NOMLAKE INDIANS;
and PASKENTA ENTERPRISES
CORPORATION,**

Plaintiffs,

v.

INES CROSBY; et al.

Defendants.

Case No. 15-cv-00538-MCE-DMC

**AMENDED STIPULATION FOR
ENTRY OF FINAL JUDGMENT AND
ORDER AS TO DEFENDANTS INES
CROSBY AND JOHN CROSBY**

1 This Stipulation for Entry of Final Judgment against Defendants Ines Crosby and John
2 Crosby (“Stipulated Judgment”) is entered into by and between Plaintiffs the Paskenta Band of
3 Nomlaki Indians (the “Tribe”) and the Paskenta Enterprises Corporation (with the Tribe,
4 “Plaintiffs”) and Defendants Ines Crosby and John Crosby (“Defendants,” and collectively with
5 Plaintiffs, the “Parties”), pursuant to Local Rule 143, by and through their respective counsel.

6 **INTRODUCTION**

7 1. On May 20, 2016, Plaintiffs filed a Third Amended Complaint (“Complaint”) for
8 injunctive relief, compensatory damages, and punitive damages against Defendants in the United
9 States District Court for the Eastern District of California. The Complaint alleges that Defendants
10 violated the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 664, 1503, 1956,
11 1961-62; California Penal Code § 518; the Federal Computer Fraud and Abuse Act, 18 U.S.C.
12 § 1030; the California Comprehensive Computer Data Access and Fraud Act, California Penal
13 Code § 502, and included claims for conversion, fraudulent concealment, fraudulent
14 misrepresentation, intentional interference with prospective economic relationships, breach of
15 fiduciary of undivided loyalty, restitution, constructive trust, and accounting.

16 2. On January 5, 2017, the United States indicted Defendants on multiple counts for
17 violations of the following laws: 18 U.S.C § 371 (Conspiracy to Embezzle or Steal from a Tribal
18 Organization); 18 U.S.C. § 1163 (Embezzlement and Theft from a Tribal Organization); 18
19 U.S.C. § 1519 (Alteration or Falsification of Records in Federal Investigation); 18 U.S.C. § 1001
20 (a) (False Statement to Federal Agent); 26 U.S.C. § 7206(1) (Making and Subscribing to a False
21 Tax Return) (John Crosby only); and 26 U.S.C. § 7203 (Failure to File Tax Return) (Ines Crosby
22 only). The resulting criminal case (the “Criminal Case”) is captioned *United States v. Crosby, et*
23 *al.*, No. 17-CR-00006 JAM.

24 3. On August 16, 2019, Defendant John Crosby pleaded guilty to violating 18 U.S.C
25 § 371 and 26 U.S.C. § 7206(1) in the Criminal Case.

26 4. On August 16, 2019, Defendant Ines Crosby pleaded guilty to violating 18 U.S.C
27 § 371 and 26 U.S.C. § 7203 in the Criminal Case.

1 Exhibit A) to effect the transfer to Plaintiffs all of the shares of Hover Inc. in her name;
2 and

3 b. Selling via CarMax, and/or authorizing her undersigned counsel to sell via
4 CarMax, which she does hereby, the Mercedes SUV she owns and transferring, and/or
5 authorizing her counsel to transfer, which she does hereby, the proceeds of such funds to
6 the Court Clerk, as requested.

7 15. Defendant John Crosby shall cooperate with Plaintiffs and the Department of
8 Justice in their efforts to enforce this Stipulated Judgment and the Criminal Judgments,
9 respectively, by: Executing, and/or authorizing his undersigned counsel to execute, which he does
10 hereby, the necessary paperwork (substantially in the form attached hereto as Exhibit B) to effect
11 the transfer to Plaintiffs all of the shares of Hover Inc. in his name.

12 16. Within six (6) months of the date of the entry of this Stipulated Judgment,
13 Defendants and Plaintiffs shall submit to the Department of Justice an agreed upon value of the
14 transferred shares of Hover Inc., with supporting documentation, which shall be used by the Clerk
15 of Court in determining the extent to which such transfers reduce each Defendants' restitution
16 obligations to the Tribe.

17 17. Defendants agree to execute further documents, and hereby authorize their
18 undersigned counsel, to execute further documents as needed to effectuate or fulfill the above
19 cooperation obligations.

20 **RELEASE**

21 18. Plaintiffs shall release and discharge Defendants from all potential civil liability
22 that Plaintiffs have or might have asserted based on the conduct alleged in the Complaint, to the
23 extent such conduct occurred before the entry of this Stipulated Judgment and the Plaintiffs know
24 about such conduct at the time of the entry of this Stipulated Judgment.

25 19. Plaintiffs may use the allegations described in the Complaint for the enforcement
26 of this Stipulated Judgment against Defendants, including, without limitation, to establish the
27 continuation of a pattern or practice of violations or to calculate the amount of any damages.
28

MISCELLANEOUS PROVISIONS

1
2 24. **Integration.** Except for any agreements that may be entered into in writing by and
3 between the Parties concurrently with this Stipulated Judgment, this Stipulated Judgment contains
4 the sole and entire agreement between the Parties and any and all prior negotiations and
5 understandings related hereto shall be deemed to have been merged into this Stipulated Judgment.

6 25. **Governing Law.** Except as otherwise expressly provided in this Stipulated
7 Judgment, the terms of this Judgment shall be governed by, and interpreted and enforced in
8 accordance with, the laws of the State of California

9 26. **Effective Date.** This Stipulated Judgment shall not be effective until it is approved
10 and entered by the Court, in which case it shall be effective as of the date it is entered (“Effective
11 Date”). If the Court disapproves or otherwise declines to approve and enter this Stipulated
12 Judgment, the Parties shall meet and confer as to whether to modify the terms of this Stipulated
13 Judgment to address the Court's concerns. If the Parties do not agree, in principle, on a modified
14 stipulated judgment within sixty (60) days after the Court enters its order disapproving this
15 Stipulated Judgment, then this Stipulated Judgment shall automatically be null and void, and this
16 action shall proceed on its normal course.

17 27. **Modification.** This Stipulated Judgment may not be modified or amended except
18 by further written stipulation of the Parties and approval of the Court, or by further order of the
19 Court.

20 28. **Construction.** The language in all parts of this Stipulated Judgment, unless
21 otherwise stated, shall be construed according to its plain and ordinary meaning. The captions,
22 headings, and Table of Contents used in this Stipulated Judgment are for reference only and shall
23 not affect the construction of this Stipulated Judgment. The Parties have negotiated this Stipulated
24 Judgment and agree that it shall not be construed against the Party preparing it, but shall be
25 deemed to have been jointly prepared by the Parties, and any uncertainty and ambiguity shall not
26 be interpreted against any one Party.

27 29. **Severability.** If any one or more of the provisions of this Stipulated Judgment
28 shall for any reason be held invalid, illegal or unenforceable in any respect, that invalidity,

1 illegality or unenforceability shall not affect any other provision herein, and this Stipulated
2 Judgment shall be construed as if the invalid, illegal or unenforceable provision had never been
3 included, provided, however, in no event shall any Party be deprived a material consideration by
4 operation of this provision.

5 30. **Assignment.** All of the rights, duties, and obligations contained in this Stipulated
6 Judgment shall inure to the benefit of and be binding upon each of the Parties and their respective
7 successors and assigns.

8 31. **Authority to Sign.** The undersigned representatives for the Parties each represent
9 and warrant that he/she has read, understood and agreed to all of the terms and conditions of this
10 Stipulated Judgment and is authorized by the Party that he/she represents to enter into and execute
11 this Stipulated Judgment on its behalf.

12 32. **Counterparts/Signatures.** This Stipulated Judgment may be executed in one or
13 more counterparts which, taken together, shall be deemed to constitute one and the same
14 document. The Parties' signatures to this Stipulated Judgment transmitted by facsimile or
15 electronic mail transmission shall be deemed binding.

16 The Parties enter into this Stipulated Judgment and submit it to the Court for its approval
17 and entry as a final judgment.

18 Respectfully submitted,

19 Dated: February 2, 2024

GROSS KLEIN PC

20 By: /s/ Stuart G. Gross
21 STUART G. GROSS
22 *Attorneys for Plaintiffs the Paskenta Band of*
23 *Nomlaki Indians and the Paskenta*
Enterprises Corporation

24 Dated: February 2, 2024.

GRIFFITH & HORN, LLP

25 By: /s/ David R. Griffith (as authorized 2/2/24)
26 DAVID R. GRIFFITH
27 *Attorneys for Defendants Ines Crosby and*
28 *John Crosby*

GROSS KLEIN PC
THE EMBARCADERO
PIER 9, SUITE 100
SAN FRANCISCO, CA 94111

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JUDGMENT AND ORDER

The Court hereby adopts the stipulation of the parties as its order and directs that judgment be entered consistent with the foregoing.

IT IS SO ORDERED.

Dated: February 6, 2024



MORRISON C. ENGLAND, JR.
SENIOR UNITED STATES DISTRICT JUDGE