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UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA

CARTAGZ, INC.,

Plaintiff,

v.

GREGORY SANDERS, CATHY SANDERS, CALIFORNIA REGISTRATION, INC., a California corporation (formerly EZTAG), CONTINUUM DATA PRODUCTS, a California Corporation, DAWN COOKS and RICHARD COOKS,

Defendants.

No. 2:15-cv-01918 MCE GGH

ORDER AFTER SETTLEMENT CONFERENCE

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GREGORY SANDERS; CATHY SANDERS; and CAR REGISTRATION, INC., a California corporation,

Counter-Claimants,

v.

CARTAGZ, INC., a California corporation; TROY GREESON; CHRIZELDA MACHUCA; and Does 1 to 25, inclusive,

Counter-Defendants.

On August 11, 2016, the parties met in settlement conference with the undersigned and resolved to settle this litigation prior to trial. The principal terms of the settlement were set forth

1 on the record. As part of the settlement agreement, the parties were to file by August 31, 2016, a  
2 stipulated order concisely setting forth all aspects of the settlement agreement.

3 As set forth on the record, and as one of the agreed upon principles, the parties desired the  
4 court to retain jurisdiction for four years to resolve any disputes which might arise in the  
5 performance of the settlement agreement. The parties further agreed to have the undersigned  
6 resolve any disputes which might occur in the performance of the settlement agreement, and that  
7 such resolution would be final, i.e., no right of appeal of the undersigned's resolution would exist.

8 In order to implement an efficient dispute resolution process, and in order to effect  
9 Congressional intent, as well as the local Rules, Eastern District of California, that alternative  
10 dispute procedures be utilized to the maximum extent feasible in lieu of formal litigation, and  
11 subject to further refinement by the parties in the stipulated order approved by the undersigned,  
12 the undersigned desires that the parties agree to include the following language in the stipulated  
13 order of settlement:

14 1. The parties have agreed that the undersigned preside in this action pursuant to 28  
15 U.S.C section 636(c). Appropriate consent forms will be filed prior to the dismissal of this  
16 lawsuit.

17 2. Upon notification by a party that a dispute material to the performance of the  
18 settlement agreement has arisen, and cannot be resolved by meet and conferring by the parties,  
19 the undersigned shall set a settlement conference at the earliest available opportunity;

20 3. The parties agree that they will waive any disqualification of the undersigned to sit  
21 as the settlement judge;

22 4. The parties agree that the settlement conference will be in lieu of any formal  
23 litigation before the undersigned;

24 5. The format of the settlement conference may, without limitation, include any of  
25 the following: informal conference, briefing of disputes, hearings, mini-trials, or other accepted  
26 practices in the conduct of settlement conferences; the undersigned, after consideration of the  
27 parties' requests, will decide which process is best designed to resolve any dispute, and, in the  
28 absence of agreement by the parties, the undersigned will resolve the dispute;

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6. The parties expressly waive any right to jury trial or appeal with respect to the conduct of the above referenced settlement process, and decisions made in accordance therewith.

IT IS SO ORDERED.

Dated: August 12, 2016

/s/ Gregory G. Hollows

UNITED STATES MAGISTRATE JUDGE