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5 Attorneys for Plaintiff, JOHN MARSHALL

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 7
 8 UNITED STATES DISTRICT COURT
 9 EASTERN DISTRICT OF CALIFORNIA

10 JOHN MARSHALL, an individual,
 11 Plaintiff,

Case No.: 2:17-CV-00820-KJM-CKD

12 vs.

14 DANIEL P. GALVANONI, an individual; DPG
 15 INVESTMENTS, LLC, a foreign limited
 liability company; DPG GOLDEN EAGLE,
 16 LLC, a foreign limited liability company;
 SPRING TREE LENDING, LLC, a limited
 17 liability company; SPRING TREE
 HOLDINGS, LLC; SPRING TREE
 18 FINANCIAL, LLC; SKIBO HOLDINGS, LLC,
 a foreign limited liability company; and DOES
 19 1-100, inclusive

**STIPULATION TO DISMISS CASE;
 ORDER (F.R.C.P. 41(A))**

20 Defendants.
 21

22 This Stipulation to Dismiss the case pursuant to F.R.C.P. 41(A)(ii) (the “**Stipulation**”) is
 23 entered into by and between Plaintiff John Marshall (“Plaintiff”) and Defendants Daniel P.
 24 Galvanoni, DPG Investments, LLC (“DPG”), DPG Golden Eagle, LLC (“DPG-GE”), Spring
 25 Tree Lending, LLC (“Spring Tree Lending”), Spring Tree Holdings, LLC (“Spring Tree
 26 Holdings”), Spring Tree Financial, LLC (“Spring Tree Financial”), and Skibo Holdings, LLC
 27 (“Skibo”) by and through their counsel of record, with respect to the following recitals of fact.
 28 Galvanoni, DPG, DPG-GE, Spring Tree Lending, Spring Tree Holdings, Spring Tree Financial,

1 and Skibo are collectively referred to herein as “the DPG Defendants.” Plaintiff and the DPG
2 Defendants are collectively referred to herein as the “Parties”).:

3 A. The parties settled the case at a judicially supervised settlement conference on
4 October 17, 2019. The terms of the settlement are confidential.

5 B. The final settlement documents were executed and delivered on November 14, 2019.

6 C. The settlement agreement provides, in relevant part, that the parties shall dismiss the
7 case with prejudice as against the DPG Defendants and former defendants Gerald Hudspeth,
8 William Brooksbank and Jerome Joseph, and that the Dismissal shall request that the Court
9 reserve jurisdiction to enforce the settlement.

10 D. All other parties to this case were previously dismissed without prejudice.

11 In light of the foregoing,

12 **IT IS STIPULATED AND AGREED:**

13 1. The parties hereby stipulate and respectfully request that this case be dismissed with
14 prejudice as against the DPG defendants and former defendants Gerald Hudspeth, William
15 Brooksbank and Jerome Joseph pursuant to Federal Rule of Civil Procedure Rule 41(A)(ii). The
16 parties further stipulate and respectfully request that the Court reserve jurisdiction to enforce the
17 settlement.

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19 Date: _____

THE LAW OFFICES OF MELINDA JANE STEUER

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MELINDA JANE STEUER
Attorneys for Plaintiff
John Marshall

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24 Date: _____

KAUFMAN & FORMAN PC

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ALEX B. KAUFMAN
MATTHEW D. TRECO
Attorneys for Defendants
Daniel P. Galvanoni; DPG Investments, LLC;
27 DPG Golden Eagle, LLC; Spring Tree Lending, LLC;
28

Spring Tree Holdings, LLC; Spring Tree Financial, LLC;
and Skibo Holdings, LLC

Date: _____

CLARK HILL LLP

BRADFORD HUGHES
TIFFANY HUNTER
Attorneys for Defendants
Daniel P. Galvanoni; DPG Investments, LLC;
DPG Golden Eagle, LLC; Spring Tree Lending, LLC;
Spring Tree Holdings, LLC; Spring Tree Financial, LLC;
and Skibo Holdings, LLC

1 **ORDER**

2 Pursuant to the parties' Stipulation, and good cause having been shown, it is hereby
3 ordered as follows:

4 1. Defendants Daniel P. Galvanoni, DPG Investments, LLC, DPG Golden Eagle, LLC,
5 Spring Tree Lending, LLC, Spring Tree Holdings, LLC, Spring Tree Financial, LLC, and Skibo
6 Holdings, LLC are hereby dismissed with prejudice.

7 2. Former defendants Gerald Hudspeth, William Brooksbank and Jerome Joseph are
8 hereby dismissed with prejudice.

9 3. Plaintiff's Second Amended Complaint is dismissed with prejudice as to the
10 defendants and former defendants set forth above, and without prejudice as to former defendant
11 American Credit Acceptance, LLC.

12 4. The only payments required by and to any of the parties hereto in connection with the
13 Action are set forth in the Settlement Agreement, and no party is entitled to any additional
14 payments, expenses, attorneys' fees or costs as result of the Action, including this Dismissal.
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16 **IT IS SO ORDERED.**

17 DATED: November 25, 2019

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20 UNITED STATES DISTRICT JUDGE
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