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5 Attorney for Plaintiff  
 6 **GILL CONSTRUCTION GROUP, INC.,**  
 7 **an Arizona corporation**

8  
 9 IN THE UNITED STATES DISTRICT COURT  
 10 NORTHERN DISTRICT OF CALIFORNIA

11 UNITED STATES OF AMERICA ex  
 12 rel. GILL CONSTRUCTION  
 13 GROUP, INC., an Arizona  
 14 corporation,

**CASE NO. C 07 4697 JL**  
**(Assigned the James Larson,**  
**Magistrate)**

15 Plaintiff,

**NOTICE OF SETTLEMENT OF**  
**CASE CONDITIONED ON**  
**PAYMENT SCHEDULE AND**  
**STIPULATION TO STAY ALL**  
**PROCEEDINGS AND TO**  
**CONTINUE CASE**  
**MANAGEMENT CONFERENCE**

16 vs.

17 ICENOGLE CONSTRUCTION  
 18 MANAGEMENT, INC., a California  
 19 corporation; and  
 20 TRAVELERS CASUALTY &  
 21 SURETY COMPANY OF  
 22 AMERICA, an entity of unknown  
 23 form,

24 Defendants.

**[Complaint Filed: 9-12-07]**

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 26 **TO THIS HONORABLE COURT AND ALL PARTIES AND THEIR**  
 27 **ATTORNEYS:**

28 A. Plaintiff GILL CONSTRUCTION GROUP, INC. ("GILL") and  
 Defendants ICENOGLE CONSTRUCTION MANAGEMENT, INC. and  
 TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA (collectively

1 “DEFENDANTS”) following their participation in a voluntary Settlement  
2 Conference have entered into a complete settlement of the case and all claims  
3 asserted by each party against the other. The parties have mutually agreed upon  
4 the total amount (balance) of monies owed by Defendants to Plaintiff under the  
5 contract and Plaintiff has agreed to accept the balance owed in payments that will  
6 be made monthly through January of 2009. The settlement includes a full Release  
7 and Stipulation for Entry of Judgment in the event that the Defendants and each of  
8 them default on the payment schedule. The terms of the Settlement Agreement  
9 include a confidentiality provision. Provided that there is no default, the terms of  
10 the settlement need not be disclosed.

11 B. In light of the parties’ settlement of all claims in full there will be no  
12 need for the Defendants to file an Answer or any other responsive pleading. The  
13 parties request that this Court continue the Case Management Conference now  
14 scheduled for December 19, 2007 until February 11, 2009 at 10:30 a.m. in  
15 Courtroom F of this Court. The parties further request that this Court stay the  
16 need for any further compliance with Rule 26 or other reporting requirements as it  
17 is anticipated that prior to the next scheduled hearing on February 11, 2009  
18 Defendants will have either made all payments and the case will be dismissed in  
19 full or a default will have occurred resulting in the entry of Judgment in favor of  
20 Plaintiff GILL and against all Defendants, subject to compliance with the terms of  
21 the Settlement Agreement and Stipulation for Entry of Judgment. Subject only to  
22 the exceptions for payment in the Settlement Agreement, the parties have waived  
23 and released all other claims each asserts against the other.

24 IT IS HEREBY STIPULATED By and between GILL and DEFENDANTS:

- 25 1. That the Court continue the Case Management Conference now  
26 scheduled for December 19, 2007 until February 11, 2009 at 10:30  
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a.m. in Courtroom F of this Court;

- 2. There will be no responsive pleading filed by the DEFENDANTS or each of them as the case will either be dismissed once all Stipulated payments are made or Judgment will be entered based on the Stipulation for Entry of Judgment. Plaintiff will take no further action in the case unless and until there is a default as defined in the Stipulation for Entry of Judgment. The Stipulation for Entry of Judgment has been executed by the parties but is to be held unfiled by Plaintiff unless there is a default. If there is a default, Judgment will be entered. If all payments are made, the case will be dismissed.
- 3. The Court shall reserve jurisdiction over the case and the parties for all purposes including the enforcement of the terms of the Settlement Agreement including Entry of Judgment.


LAW OFFICES OF PATRICK C. CARROLL

DATED: December 11, 2007

  
 PATRICK C. CARROLL  
 Attorney for Plaintiff  
**GILL CONSTRUCTION GROUP, INC.,**  
**an Arizona corporation**

GORDON & REES LLP

DATED: December 17, 2007

  
 BRYCE D. CARROLL  
 Attorney for Defendants  
**ICENOGLE CONSTRUCTION**  
**MANAGEMENT, INC., a California**  
**corporation and TRAVELERS CASUALTY**  
**COMPANY OF AMERICA**

(order on the next page).

**ORDER**

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THE PARTIES HAVING STIPULATED TO THESE TERMS AND GOOD CAUSE APPEARING IT IS HEREBY ORDERED THAT:

1. The Case Management Conference now scheduled for December 19, 2007 is hereby continued until February 11, 2009 at 10:30 a.m. in Courtroom F of this Court;
2. Plaintiff shall take no further action in the case until there is a default as defined in the Stipulation for Entry of Judgment. The Stipulation for Entry of Judgment executed by the parties will be held unfiled by Plaintiff unless there is a default;
3. Until the Dismissal is entered, this Court reserves jurisdiction over the case and the parties for all purposes including enforcement of the Settlement Agreement and Entry of Judgment.

DATED:  
2/5/08

JUDGE OF THE \_\_\_\_\_ COURT

