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1 HANSON BRIDGETT LLP
2 JAMES D. HOLDEN - 42872
3 jholden@hansonbridgett.com
4 BATYA F. SWENSON - 192396
5 bswenson@hansonbridgett.com
6 ADAM W. HOFMANN - 238476
7 ahofmann@hansonbridgett.com
8 425 Market Street, 26th Floor
9 San Francisco, CA 94105
10 Telephone: (415) 777-3200
11 Facsimile: (415) 541-9366

12 Attorneys for Defendant
13 JOHN MUIR HEALTH

14 **UNITED STATES DISTRICT COURT**
15 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**
16 **SAN FRANCISCO DIVISION**

17 TRANSCRIPTION
18 COMMUNICATIONS CORPORATION,
19
20 Plaintiff,
21
22 v.
23 JOHN MUIR HEALTH, et al.,
24 Defendants.

No. 08-cv-04418-TEH

**STIPULATION AND ~~PROPOSED~~
ORDER AWARDING ATTORNEYS' FEES
AND RELATED LIEN TO JOHN MUIR
HEALTH**

Judge: Hon. Thelton Henderson
Courtroom: 12

Action Filed: July 7, 2008
Removal Filed: September 22, 2008
Judgment Entered: March 27, 2009

25 **WHEREAS**, plaintiff Transcription Communications Corporation ("TCC") sued
26 defendant John Muir Health ("John Muir") alleging breach of certain contracts (the
27 "Services Agreements");

28 **WHEREAS**, John Muir moved to dismiss TCC's claims against it, and the Court
granted John Muir's motion on March 16, 2009, and denied TCC leave to amend, and
judgment was entered against TCC and in John Muir's favor on March 27, 2009;

WHEREAS, John Muir has moved to recover its attorneys' fees and costs

1 pursuant to Federal Rule of Civil Procedure 54, California Civil Code section 1717, and
2 the relevant provisions of the Services Agreements;

3 **WHEREAS**, John Muir and TCC have entered into an agreement resolving John
4 Muir's claims for attorneys' fees and costs and TCC's right to appeal the judgment in
5 John Muir's favor (the "Settlement Agreement");

6 **THEREFORE**, John Muir and TCC hereby stipulate and respectfully request that
7 the Court order as follows:

8 1. John Muir hereby withdraws its motion for attorneys' fees and costs,
9 currently scheduled for hearing on May 18, 2009;

10 2. John Muir is entitled to recover \$15,000.00 in attorneys' fees, subject to the
11 terms of the Settlement Agreement;

12 3. The Court will retain jurisdiction over John Muir and TCC for the purpose of
13 enforcing the Settlement Agreement in the unlikely event that a dispute arises between
14 John Muir and TCC relating thereto;

15 4. John Muir shall have a lien in its favor against any moneys recoverable
16 pursuant to the Settlement Agreement, up to a total of \$15,000.00, recovered by TCC,
17 whether by judgment, settlement, or otherwise, from John Muir's co-defendants or any
18 other individual or entity in the above-captioned matter or in any subsequent matter
19 involving the facts or claims alleged by TCC herein; and

20 5. The March 27, 2009 Judgment in John Muir's favor should be amended to
21 reflect the award of fees and related lien in its favor requested herein.

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Respectfully submitted and so stipulated,

Dated: April 27, 2009 MENNEMEIER, GLASSMAN & STROUD, LLP

By: _____ /s/_____
Landon D. Bailey
980 9th Street, Suite 1700
Sacramento, CA 95814
Telephone: (916) 553-4000
Facsimile: (916) 5533-4011
E-mail: lbailey@mgslaw.com
Attorneys for Plaintiff TRANSCRIPTION
COMMUNICATIONS CORPORATION

Dated: April 27, 2009 HANSON BRIDGETT LLP

By: _____ /s/_____
Adam W. Hofmann
425 Market Street, 26th Floor
San Francisco, CA 94105
Telephone: (415) 777-3200
Facsimile: (415) 995-3479
E-mail: ahofmann@hansonbridgett.com
Attorneys for Defendant JOHN MUIR
HEALTH

I, Adam W. Hofmann, am the ECF User whose ID and password are being used to file this Stipulation and [Proposed] Order. In compliance with General Order 45, X.B., I hereby attest, through my signature above, that Landon D, Bailey concurred in this filing.

1 Based on the stipulation of the parties and good cause appearing therefore, **IT IS**
2 **HEREBY ORDERED** that:

3 1. John Muir's motion for attorneys' fees and costs, currently scheduled for
4 hearing on May 18, 2009, is taken off calendar;

5 2. John Muir is awarded \$15,000.00 in attorneys' fees, subject to the terms of
6 the Settlement Agreement;

7 3. The Court will retain jurisdiction over John Muir and TCC for the purpose of
8 enforcing the Settlement Agreement in the event that a dispute arises between John
9 Muir and TCC relating thereto;


10 4. John Muir is granted a lien in its favor against any moneys recoverable
11 pursuant to the settlement agreement, up to a total of \$15,000.00, recovered by TCC,
12 whether by judgment, settlement, or otherwise, from John Muir's co-defendants or any
13 other individual or entity in the above-captioned matter or in any subsequent matter
14 involving the facts or claims alleged by TCC herein; and

15 5. The March 27, 2009 Judgment in John Muir's favor shall be amended to
16 reflect the award of fees and related lien in its favor ordered herein.

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IT IS SO ORDERED.

Dated: 4/28/09


Hon. Thelton E. Henderson
United States District Court