

E-Filed 3/22/11

1 LAWRENCE S. BAZEL (State Bar No. 114641)
 2 MELANIE L. TANG (State Bar No. 221264)
 3 PETER PROWS (State Bar No. 257819)
 BRISCOE IVESTER & BAZEL LLP
 4 155 Sansome Street, Seventh Floor
 San Francisco, California 94104
 Telephone: (415) 402-2700
 Facsimile: (415) 398-5630
 5 lbazel@briscoelaw.net
 pprows@briscoelaw.net

6 Attorneys for Plaintiff
 7 CONQUISTA CONSULTORIA E ASSESSORIA EMPRESARIAL, LTDA.

8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA

10 CONQUISTA CONSULTORIA E
 11 ASSESSORIA EMPRESARIAL, LTDA., a
 Brazilian company,
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 Plaintiff,
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 v.
 14 IGUACU, INC., a California corporation;
 15 GOLDENGATE SOLUTIONS, INC., a
 suspended California corporation; and SHOBHA
 16 SETURAM, an individual California citizen,
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 Defendants.

No. CV-11-0602 RS
 STIPULATION AND [PROPOSED]
 ORDER FOR AN ESCROW AND TO
 STAY THE LITIGATION

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6620-11177704v2

STIPULATION AND [PROPOSED] ORDER

No. CV-11-0602 RS

1 Iguacu, Inc. ("Iguacu") sued Mr. Antonio Mano Filho Cabrera in this Court (*Iguacu v.*
2 *Cabrera*, case no. CV-09-00380-RS) to recover finder's fees relating to bio-fuel investments and
3 ethanol deals done by Mr. Cabrera. The Court related *Iguacu v. Cabrera* to this case by order dated
4 February 24, 2011.

5 Plaintiff Conquista Consultoria e Assessoria Empresarial, Ltda. ("Conquista") brought this suit
6 against defendants Iguacu, GoldenGate Solutions, Inc. ("GoldenGate"), and Ms. Shobha Seturam to
7 recover a percentage of the finder's fees recovered by Iguacu.

8 Conquista has filed a motion for a preliminary injunction against Iguacu, GoldenGate, and Ms.
9 Seturam (the "Motion"). Iguacu and Ms. Seturam have filed an Answer to Conquista's complaint,
10 have represented that no finder's fees have been paid to date by or on behalf of Mr. Cabrera, and have
11 agreed that the assignment between Iguacu and GoldenGate is cancelled and of no effect, so
12 GoldenGate will have no interest in any payment of finder's fees or basis to remain a party to this
13 action.

14 The parties have agreed that this action should be stayed, pending resolution of *Iguacu v.*
15 *Cabrera* or further order of this Court.

16 The parties also have agreed that the status quo should be preserved by placing 20 percent of
17 any money received by Iguacu, Ms. Seturam or any other person or entity at any time in satisfaction of
18 any finder's fees Iguacu earns or has earned from any person or entity relating to bio-fuel investments
19 and ethanol deals done by Mr. Cabrera ("Finder's Fees Received") in an escrow account, pending
20 resolution of this case or further order of this Court.

21 In consideration of the above, and subject to the approval of this Court, the parties stipulate as
22 follows:

- 23 1. *Motion off-calendar.* The Motion shall be taken off calendar.
- 24 2. *Stay.* This action shall be stayed pending resolution of *Iguacu v. Cabrera* or further
25 order of this Court.
- 26 3. *Escrow.* Within three business days of receipt by Defendants (or any related or
27 affiliated persons or entities) of any Finder's Fees Received, Defendants shall place, or cause to be
28 placed, 20 percent (20%) of such Finder's Fees Received, in an escrow account administered by

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1 Sideman & Bancroft LLP ("Escrow"), before any such Finder's Fees Received are otherwise spent,
2 further transferred, or disposed of in any way. In addition, if *Iguacu v. Cabrera* is resolved by
3 settlement, judgment, or otherwise for \$500,000 or more, Defendants shall, within three business days
4 of any payment that brings the total Finder's Fees Received to \$500,000 or more, place, or cause to be
5 placed, an additional \$100,000 in Escrow as security for any attorney fees or costs to which Conquista
6 might be entitled. Any money placed in Escrow shall be held and not removed, transferred, or
7 otherwise disposed of pending resolution of this case or further order of this Court.

8 4. *Disclosure.* Defendants shall provide to Conquista:

9 a. within three business days of payment, an accounting of any future Finder's
10 Fees Received, including dates, amounts, payors, and payees;

11 b. within three business days of any settlement or other resolution of *Iguacu v.*
12 *Cabrera*, a copy of the settlement agreement, judgment, or other resolution of the suit;

13 c. within one business day of any deposit, transfer, or withdrawal from Escrow, an
14 accounting of such deposit, transfer, or withdrawal, including dates, amounts, payors, and
15 payees; and

16 d. at least quarterly, a statement of the balance of the Escrow and of any deposits,
17 transfers, or withdrawals from the Escrow since the previous statement.

18 5. *No admission of liability.* Nothing in this stipulation constitutes any admission of
19 liability.

20 March 21, 2011

CONQUISTA CONSULTORIA E ASSESSORIA
EMPRESARIAL, LTDA.

21
22 By: 

Peter Prows
Attorney for Conquista Consultoria E Assessoria
Empresarial, Ltda.

23
24 March 18, 2011

IGUACU, INC.

25
26 By: 

Robert R. Cross, Sideman & Bancroft LLP
Attorneys for Iguacu, Inc.

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March 18, 2011

SHOBHA SETURAM

Shobha Seturam

Sideman & Bancroft LLP hereby agrees to administer the Escrow in accordance with the terms above.

March 18, 2011

SIDEMAN & BANCROFT LLP

By: Robert R. Cross
Robert R. Cross

1 **[PROPOSED] ORDER**

2 Good cause appearing, IT IS SO ORDERED.

3 DATED: 3/22/11

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5 HONORABLE RICHARD SEEBORG
6 Judge of the U.S. District Court

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