

Pfeiffer Thigpen FitzGibbon & Ziontz, LLP
233 Wilshire Blvd., Suite 220
Santa Monica, California 90401

1 Thomas N. FitzGibbon (SBN: 169194)
tom@pfzlaw.com
2 **PFEIFFER THIGPEN FITZGIBBON & ZIONTZ LLP**
233 Wilshire Boulevard, Ste. 220
3 Santa Monica, CA 90401
T: (310) 451-5800
4 F: (310) 496-3175

5 Brady Cobb (*Admitted Pro Hac Vice*)
6 bcobb@CobbEddy.com
COBB EDDY MIJARES, PLLC
7 642 Northeast Third Avenue
Fort Lauderdale, Florida 33304
8 T: (954) 527-4111
9 F: (954) 900-5507

10 Attorneys for Defendants
William Scott Page
11 *Wm. Page & Associates, Inc.*

12 **UNITED STATES DISTRICT COURT**
13 **NORTHERN DISTRICT OF CALIFORNIA**

14
15 E. BERTITA TRABERT GRAEBNER, et al.

16 Plaintiffs,

17 v.

18 WM. PAGE & ASSOCIATES INC. , et al.

19 Defendants.
20

Case No. 3:12-CV-01694-WHA
[Assigned to the Hon. William. H. Alsup for
All Purposes]

**STIPULATION TO DISMISS ENTIRE
ACTION WITH PREJUDICE**

[Proposed Order separately filed]

21
22 This Stipulation to Dismiss the Entire Action with Prejudice (the "**Stipulation**") is
23 made pursuant to Fed. R. Civ. P. 41(a)(2) and is entered into by and between Plaintiffs E.
24 Bertita Trabert Graebner, Tallie R. Trabert, and Vernon Trabert (collectively "**Plaintiffs**")
25 and Defendants William Scott Page ("**Page**") and Wm Page & Associates, Inc. doing business
26 as the Lifeline Program ("**WPA**") (Plaintiffs and the Lifeline Defendants are collectively
27 referred to as the "**Parties**") by and through their counsel of record, with respect to the
28 following recitals of fact:

RECITALS

A. Defendant Michael James was previously dismissed by Plaintiffs. The Parties settled the action at a mediation on February 18, 2016 and a written Settlement Agreement was executed and delivered on March 1, 2016.

B. The terms of the settlement and the Settlement Agreement are confidential. All payments due under the Settlement Agreement by or to any Party have been paid in full as of the date of this Stipulation, but certain future non-monetary actions are required by the Parties pursuant to the Settlement Agreement.

C. The written Settlement Agreement provides, in relevant part, that the Parties shall dismiss this Action in its entirety with prejudice and that the Parties shall request that the Court reserve jurisdiction to enforce the settlement, if necessary.

In light of the foregoing,

IT IS STIPULATED AND AGREED:

1. The Parties respectfully request that the Court dismiss the Second Amended Complaint of Plaintiffs and the entire Action with prejudice.

2. The only payments required by and to any Party in connection with the Action are set forth in the Settlement Agreement, and no Party is entitled to any additional payments, expenses, attorneys' fees or costs as a result of the Action, including this Dismissal, and all sums required to be paid under the Settlement Agreement have been paid in full as of the date of this Stipulation.

3. The Parties respectfully request that the Court retain jurisdiction over the Parties and the Action to enforce the Settlement Agreement, if necessary.

DATED: March 23, 2016

PFEIFFER THIGPEN FITZGIBBON & ZIONTZ LLP
THOMAS N. FITZGIBBON

By: Thomas N. FitzGibbon

Thomas N. FitzGibbon
Attorneys for Defendants
William Scott Page; Wm. Page & Associates, Inc.

Pfeiffer Thigpen FitzGibbon & Ziontz, LLP
233 Wilshire Blvd., Suite 220
Santa Monica, California 90401

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: March 23, 2016

LAW OFFICES OF MELINDA JANE STEUER
MELINDA JANE STEUER

By: M. S. Steuer

Melinda Jane Steuer
Attorneys for Plaintiffs
*E. Bertita Trabert Graebner, Tallie R. Trabert, and Vernon
Trabert*

1 Thomas N. FitzGibbon (SBN: 169194)
tom@ptfzlaw.com
2 **PFEIFFER THIGPEN FITZGIBBON & ZIONTZ LLP**
233 Wilshire Boulevard, Ste. 220
3 Santa Monica, CA 90401
T: (310) 451-5800
4 F: (310) 496-3175

5 Brady Cobb (*Admitted Pro Hac Vice*)
6 bcobb@CobbEddy.com
COBB EDDY MIJARES, PLLC
7 642 Northeast Third Avenue
Fort Lauderdale, Florida 33304
8 T: (954) 527-4111
9 F: (954) 900-5507

10 Attorneys for Defendants
William Scott Page
11 *Wm. Page & Associates, Inc.*

12 **UNITED STATES DISTRICT COURT**
13 **NORTHERN DISTRICT OF CALIFORNIA**

15 E. BERTITA TRABERT GRAEBNER, et al.
16 Plaintiffs,
17 v.
18 Wm. Page & Associates Inc. , et al.
19 Defendants.
20

Case No. 3:12-CV-01694-WHA
[Assigned to the Hon. William. H. Alsup for
All Purposes]

**~~PROPOSED~~ ORDER DISMISSING CASE
WITH PREJUDICE PURSUANT TO
STIPULATION**

[Stipulation Separately Filed]

21
22
23 Pursuant to the Stipulation to Dismiss the Entire Action with Prejudice (the
24 “**Stipulation**”) signed by the Parties, and good cause having been shown,

25 **IT IS ORDERED THAT:**


26 1. The Plaintiffs’ Second Amended Complaint and the entire Action is dismissed
27 with prejudice.
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

2. The only payments required by and to any Party in connection with the Action are set forth in the Settlement Agreement, and no Party is entitled to any additional payments, expenses, attorneys' fees or costs as result of the Action, including this Dismissal, and all sums required to be paid under the Settlement Agreement have been paid in full as of March 23, 2016.

2. The Court will and does retain jurisdiction over the Parties and the Action to enforce the Settlement Agreement, if necessary.

Dated: April 7, 2016.



Hon. William H. Alsup
Judge of the United States District Court