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Adbrite, Inc. v. Earthquake Media LLC

Pursuant to Civil L.R. 7-12, this Stipulated Settlement Agreement is entered into by and between Plaintiffs ADBRITE, Inc. and Defendant EARTHQUAKE MEDIA, LLC:

WHEREAS, on July 31, 2012 Plaintiff filed a Complaint for breach of contract.

WHEREAS, on November 9, 2012, Defendant filed an Answer to the Complaint;

WHEREAS, on November 9, 2012, Defendant filed Counterclaims for damages;

WHEREAS, after engaging in mediation, Plaintiff and Defendant agree to resolve the dispute between them;

NOW, THEREFORE, IT IS STIPULATED BY AND BETWEEN THE PARTIES AS FOLLOWS:

- 1. Defendant shall pay to Plaintiff the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) ("Settlement Check"), payable to Lasser Law Office, at attorneys for ADBRITE, Inc., for settlement of all claims.
- 2. Upon receipt of the Settlement Check, Plaintiff will release and forever discharge Defendant and its related entities and their officers, directors, managers, stockholders, employees, representatives, attorneys, underwriters, insurers, successors, agents and assigns from any and all claims, demands, actions, causes of action, liabilities, judgments, liens, third party lawsuits, obligations, promises, costs, expenses (including, but not limited to, attorneys fees), losses, damages and charges of whatever nature, whether direct, consequential or incidental, whether known or unknown, suspected or unsuspected, fixed or contingent, whether filed or unfiled, prosecuted or not prosecuted, which Plaintiff now has or claims or in the future may have or claim to have relating to any claims in the Complaint.
- 3. Defendant agrees to release and forever discharge Plaintiff and its related entities and their officers, directors, managers, stockholders, employees, representatives, attorneys,

## STIPULATED SETTLEMENT AGREEMENT AND [PROPOSED] ORDER OF DISMISSAL;

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underwriters, insurers, successors, agents and assigns from any and all claims, demands, actions, causes of action, liabilities, judgments, liens, third party lawsuits, obligations, promises, costs, expenses (including, but not limited to, attorneys fees), losses, damages and charges of whatever nature, whether direct, consequential or incidental, whether known or unknown, suspected or unsuspected, fixed or contingent, whether filed or unfiled, prosecuted or not prosecuted, which Plaintiff now has or claims or in the future may have or claim to have relating to any claims in the Counterclaims.

4. The parties expressly waive the provisions of <u>Section 1542 of the California Civil</u>

Code, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

- 5. The parties acknowledge that different or additional facts may be discovered in addition to what each party now knows or believes to be true with respect to the matters herein released, and that each party agrees that this General Release shall be and remain in effect in all respects as complete and final releases of the matters released, notwithstanding any different or additional facts.
- 6. This Agreement constitutes the complete settlement of this matter between Plaintiff and Defendant, contains the entire agreement between the parties and supersedes any and all prior oral or written agreements or understandings between the parties, and may not be altered, amended or modified, except in a suitable writing signed by the parties.
- 7. Upon approval of this Stipulated Settlement Agreement by the Court, all counts of Plaintiff's Complaint and Defendant's Counterclaims shall be dismissed with prejudice.

## STIPULATED SETTLEMENT AGREEMENT AND [PROPOSED] ORDER OF DISMISSAL;

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1	Dotad: Navambar 4, 2012	Descriptly submitted
2	Dated: November 4, 2013	Respectfully submitted,
3		/s/ Mark L. Lasser_ MARK L. LASSER (State Bar No. 194938)
4		LASSER LAW OFFICE 1966 Pacific Avenue, Ste. 102, San Francisco,
5		CA 94109 Telephone: (415) 261-8519
6		Attorneys for Plaintiff
7		/s/ Daniel C. Marotta
8		Daniel C. Marotta, Esq. (DM-2581) GABOR & MAROTTA LLC
9		1878 Victory Boulevard Staten Island, New York 10314
10		Tel: (718) 390-0555 Attorneys for Defendant
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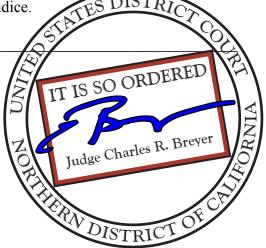
**ORDER** 

PURSUANT TO STIPULATION, IT IS SO ORDERED that this Plaintiff's Complaint

By:

and Defendant's Counterclaims are dismissed with prejudice.

Dated: November 18, 2013



STIPULATED SETTLEMENT AGREEMENT AND [PROPOSED] ORDER OF DISMISSAL;

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