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 10 UNITED STATES DISTRICT COURT
 11 NORTHERN DISTRICT OF CALIFORNIA
 12 SAN FRANCISCO DIVISION

13 ADBRITE, Inc.

CASE NO.: 12-cv-04581 CRB

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 15 Plaintiff,

**STIPULATED SETTLEMENT
 AGREEMENT AND
 ORDER OF DISMISSAL**

16 vs.

17 EARTHQUAKE MEDIA, LLC.

18 Defendant.

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 28 **STIPULATED SETTLEMENT AGREEMENT AND [PROPOSED] ORDER OF
 DISMISSAL;**
Adbrite, Inc. v. Earthquake Media, LLC; 12-cv-04581 CRB

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

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

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

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

6 WHEREAS, after engaging in mediation, Plaintiff and Defendant agree to resolve the
7 dispute between them;
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9 NOW, THEREFORE, IT IS STIPULATED BY AND BETWEEN THE PARTIES AS
10 FOLLOWS:

11 1. Defendant shall pay to Plaintiff the sum of TWO THOUSAND FIVE HUNDRED
12 DOLLARS (\$2,500.00) (“Settlement Check”), payable to Lasser Law Office, at attorneys for
13 ADBRITE, Inc., for settlement of all claims.
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15 2. Upon receipt of the Settlement Check, Plaintiff will release and forever discharge
16 Defendant and its related entities and their officers, directors, managers, stockholders,
17 employees, representatives, attorneys, underwriters, insurers, successors, agents and assigns from
18 any and all claims, demands, actions, causes of action, liabilities, judgments, liens, third party
19 lawsuits, obligations, promises, costs, expenses (including, but not limited to, attorneys fees),
20 losses, damages and charges of whatever nature, whether direct, consequential or incidental,
21 whether known or unknown, suspected or unsuspected, fixed or contingent, whether filed or
22 unfiled, prosecuted or not prosecuted, which Plaintiff now has or claims or in the future may
23 have or claim to have relating to any claims in the Complaint.
24

25 3. Defendant agrees to release and forever discharge Plaintiff and its related entities
26 and their officers, directors, managers, stockholders, employees, representatives, attorneys,
27

28 **STIPULATED SETTLEMENT AGREEMENT AND [PROPOSED] ORDER OF
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Adbrite, Inc. v. Earthquake Media, LLC; 12-cv-04581 CRB

1 underwriters, insurers, successors, agents and assigns from any and all claims, demands, actions,
2 causes of action, liabilities, judgments, liens, third party lawsuits, obligations, promises, costs,
3 expenses (including, but not limited to, attorneys fees), losses, damages and charges of whatever
4 nature, whether direct, consequential or incidental, whether known or unknown, suspected or
5 unsuspected, fixed or contingent, whether filed or unfiled, prosecuted or not prosecuted, which
6 Plaintiff now has or claims or in the future may have or claim to have relating to any claims in
7 the Counterclaims.
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9 4. The parties expressly waive the provisions of [Section 1542 of the California Civil](#)
10 [Code](#), which reads as follows:

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

14 5. The parties acknowledge that different or additional facts may be discovered in
15 addition to what each party now knows or believes to be true with respect to the matters herein
16 released, and that each party agrees that this General Release shall be and remain in effect in all
17 respects as complete and final releases of the matters released, notwithstanding any different or
18 additional facts.

19 6. This Agreement constitutes the complete settlement of this matter between
20 Plaintiff and Defendant, contains the entire agreement between the parties and supersedes any
21 and all prior oral or written agreements or understandings between the parties, and may not be
22 altered, amended or modified, except in a suitable writing signed by the parties.

23 7. Upon approval of this Stipulated Settlement Agreement by the Court, all counts of
24 Plaintiff’s Complaint and Defendant’s Counterclaims shall be dismissed with prejudice.
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28 **STIPULATED SETTLEMENT AGREEMENT AND [PROPOSED] ORDER OF
DISMISSAL;**

Adbrite, Inc. v. Earthquake Media, LLC; 12-cv-04581 CRB

1 Dated: November 4, 2013

Respectfully submitted,

2 /s/ Mark L. Lasser
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8 Attorneys for Plaintiff

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ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED that this Plaintiff's Complaint and Defendant's Counterclaims are dismissed with prejudice.

Dated: November 18, 2013

By: _____

