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5	Facsimile: (415) 766-4255		
6 7	Attorneys for Flywheel APP (ABC), LLC, Assignee and Attorney-In-Fact for Defendant Flywheel Software, Inc.		
8	UNITED STATES DISTRICT COURT		
9	NORTHERN DISTRICT	OF CALIFORNIA	
10	CREATIVE MOBILE TECHNOLOGIES, LLC,	Case No. 3:16-cv-02560-SI	
11 12	Plaintiff,	STIPULATION AND [PROPOSED] ORDER FOR ENTRY OF JUDGMENT	
12	v.	Courtroom: 1, 17th Floor	
14	FLYWHEEL SOFTWARE, INC.,	Honorable Susan Illston	
15	Defendant.		
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	F	Case No. 3:16-CV-02560-SI LYWHEEL'S OPPO. TO MOTION TO DISMISS SACC	
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1	STIPULATION FOR ORDER FOR ENTRY OF JUDGMENT		
2	Whereas plaintiff Creative Mobile Technologies, LLC ("CMT") filed its complaint for		
3	monetary damages, a permanent injunction, and other relief against Flywheel Software, Inc.		
4	("Flywheel Software") on May 11, 2016;		
5	Whereas Flywheel Software has transferred ownership of all its rights, title, and interest in		
6	and to all of its tangible and intangible assets to Flywheel App (ABC), LLC ("Assignee"),		
7	pursuant to a General Assignment for the Benefit of Creditors;		
8	Whereas Flywheel Software has dissolved and no longer is engaged in any business		
9	operations and no longer has any officers, directors, or employees;		
10	Whereas Flywheel Software has authorized Assignee to defend all actions instituted		
11	against Flywheel Software, to appear on its behalf, and to act as its attorney-in-fact in all legal		
12	proceedings in which Flywheel is a party; and		
13	Whereas CMT and the Assignee have met, conferred, and agreed to resolve all matters in		
14	dispute between CMT and Flywheel Software.		
15	NOW THEREFORE, CMT and Flywheel Software, by and through Assignee, stipulate as		
16	follows:		
17	1. The Court has jurisdiction over the subject matter and parties in this action.		
18	2. Venue is proper as to the Parties in this District.		
19	3. CMT contracts with taxi fleet companies across the country ("Fleets Contracts")		
20	that contain, <i>inter alia</i> , certain exclusivity provisions regarding the processing of electronic		
21	passenger payments (the "Fleet Contracts"). Flywheel Software, by and through Assignee, does		
22	not contest the validity, legality, or enforceability of the Fleet Contracts.		
23	4. CMT and Flywheel Software entered into a contract on December 4, 2014,		
24	whereby Flywheel Software, inter alia, designated CMT as the exclusive provider and debit card		
25	acceptance processing services made in connection with Flywheel Software's taxi hailing mobile		
26	and web application in vehicles equipped with CMT payment systems in San Francisco (the		
27	"CMT-Flywheel Contract"). Flywheel Software, by and through Assignee, does not contest the		
28	validity, legality, or enforceability of the CMT-Flywheel Contract.		
	-1- Case No. 3:16-CV-02560-SI STIPULATION AND PROPOSED ORDER FOR ENTRY OF JUDGMENT		
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1	5.	CMT has alleged t	hat Flywheel both interfered	with the Fleet Contracts and
2	breached the CMT-Flywheel Contract. Flywheel Software, by and through Assignee, does not			
3	contest these a	allegations.		
4	6.	6. Flywheel Software, by and through Assignee, stipulates and consents to the entry		stipulates and consents to the entry
5	of a judgment	against it in the am	ount of \$190,000.	
6	7.	Flywheel Software	e, by and through Assignee,	stipulates and consents to the entry
7	of a permaner	it injunction against	t it whereby Flywheel Softwa	are and any current or future parent
8	corporation, s	ubsidiary, affiliate,	officer, director, employee, a	and other person acting under its
9	control or in c	oncert therewith are	e permanently restrained and	enjoined from processing, directly
10	or otherwise,	electronic passenger	r payments in vehicles equip	ped with CMT payments systems.
11	8.	All of CMT's claim	ms and all of Flywheel Softv	vare's defenses will be dismissed
12	2 with prejudice.			
13	9.	CMT and Flywhee	el Software, by and through	Assignee, waive all rights to appeal
14	4 or otherwise challenge or contest the validity of this order and the judgment rendered in			
15	5 accordance herewith.			
16				
17	IT IS STIPULATED AND AGREED BY CMT AND FLYWHEEL SOFTWARE, BY AND			
18	3 THROUGH ASSIGNEE			
19				
20	Dated: Septer	mber 18, 2017	SINGER/BEA LLP	
21				
22			By: /s/ B	enjamin L. Singer
23	Benjamin L. Singer			
24			W	Katie K. Erno Valter C. Pfeffer
25				FOR CREATIVE MOBILE INOLOGIES, LLC
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-2- Case No. 3:16-CV-02560-SI STIPULATION AND PROPOSED ORDER FOR ENTRY OF JUDGMENT

1	Dated: September 18, 2017	BLAXTER BLACKMAN LLP
2		
3		By: /s/ Steven H. Winick
4		Steven H. Winick Brian R. Blackman
5		ATTORNEYS FOR
6		FLYWHEEL APP (ABC), LLC, IN ITS CAPACITY AS ASSIGNEE AND ATTORNEY-
7		IN-FACT FOR FLYWHEEL SOFTWARE, INC.
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	<u> </u>	-3- Case No. 3:16-CV-02560-SI STIPULATION AND PROPOSED ORDER FOR ENTRY OF JUDGMENT
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1	ORDER FOR ENTRY OF JUDGMENT
2	The Court, having considered the parties' Stipulation for Order for Entry of Judgment,
3	HEREBY ORDERS AS FOLLOWS:
4	1. This Court has jurisdiction over the subject matter and parties in this action.
5	2. The Clerk of the Court is hereby directed to enter the attached form of Judgment in
6	accordance with the parties' Stipulation and Order, each party to bear its own attorneys' fees,
7	costs, and expenses.
8	3. All of CMT's claims and all of Flywheel Software's defenses in this action are
9	dismissed with prejudice.
10	4. No party may appeal the Judgment. The parties have knowingly, intentionally,
11	willingly, and explicitly waived their right to appeal this Judgment.
12	5. This Court retains jurisdiction to enforce the terms of this Order and resulting
13	Judgment.
14	IT IS SO ORDERED.
15	Dated: <u>October 5</u> , 2017
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17	Sugar Matter
18	THE HONORABLE SUSAN ILLSTON
19	UNITED STATES DISTRICT JUDGE
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	-4- Case No. 3:16-CV-02560-SI STIPULATION AND PROPOSED ORDER FOR ENTRY OF JUDGMENT

1	SINGER / BEA LLP Benjamin L. Singer (Bar, No. 264295)	
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13	Facsimile: (415) 766-4255	
14	Attorneys for Defendant Flywheel Software, Inc.	
15		
16	UNITED STATES D	DISTRICT COURT
17	NORTHERN DISTRIC	CT OF CALIFORNIA
18	SAN FRANCISCO DIVISION	
19		
20	CREATIVE MOBILE TECHNOLOGIES, LLC,	CASE NO. 16-cv-02560-SI
21	Plaintiff, v.	JUDGMENT
22	FLYWHEEL SOFTWARE, INC.,	Courtroom: 1, 17 th Floor
23	Defendant.	Hon. Susan Illston
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	JUDGM	IENT
	CASE NO. 16-0	

1	JUDGMENT			
2	JUDGMENT IS HEREBY ENTRED as follows:			
3	1. This Court has jurisdiction over the subject matter and parties in this action.			
4	2. Plaintiff Creative Mobile Technologies, LLC ("CMT") is awarded damages in the			
5	amount of \$190,000 against defendant Flywheel Software, Inc. ("Flywheel").			
6	3. As of May 5, 2017, Flywheel and any current or future parent corporation, subsidiary,			
7	affiliate, subsidiary, affiliate, officer, director, employee, and other person acting under its control or			
8	in concert therewith are permanently restrained and enjoined from processing, directly or otherwise,			
9	electronic passenger payments in vehicles equipped with CMT payment systems.			
10	4. This Court retains jurisdiction to enforce the terms of this Judgment.			
11				
	Dated: October 5, 2017 By: Hon. Susan Illston			
	United States District Judge			
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	JUDGMENT CASE NO. 16-CV-02560-SI			
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	1	ATTESTATION		
	2	I, Benjamin L. Singer, attest that concurrence in this Stipulation for Order for Entry of		
	3	Consent Judgment has been obtained from any signatories indicated by a "conformed" signature (/s/)		
	4	within this e-filed document in compliance with Civil Local Rule 5-1(i)(3). I declare under penalty		
	5	of perjury that the foregoing is true and correct.		
	6			
	7	Dated: September 18, 2017 SINGER / BEA LLP		
	8	By: <u>/s/ Benjamin L. Singer</u> Benjamin L. Singer		
	9	Katie K. Erno Walter C. Pfeffer		
	10	Attorneys for Creative Mobile Technologies, LLC		
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		JUDGMENT CASE NO. 16-CV-02560-SI		