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 6 BELIEVEAU PACHIOS & HALEY, LLP

7
 8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA

10
 11 IAN INMAN, AN INDIVIDUAL; RICHARD)
 12 INMAN, AN INDIVIDUAL; DIANE INMAN,)
 AN INDIVIDUAL; AND JUNGLE PULSE,)
 13 INC., A CALIFORNIA CORP.,)

14 Plaintiffs,

15 v.

16 JUNGLE QUEST FRANCHISING, LLC,)
 17 WILLIAM E. GABBARD, KEVIN P. HEIN,)
 JAMES S. MOLLOY, DOUGLAS W. ROOT,)
 AND PRETI FLAHERTY BELIEVEAU)
 18 PACHIOS & HALEY, LLP,)

19 Defendants.

CASE NO. C09 5584

20 **STIPULATION AND [PROPOSED] ORDER**
 21 **FOR CONDITIONAL DISMISSAL AND**
 22 **VACATION OF ALL PENDING CASE**
 23 **MANAGEMENT DEADLINES**

FILE DATE: November 24, 2009
 TRIAL DATE: Not Set Yet

Hon. Claudia Wilkin

24 **TO THIS HONORABLE COURT:**

25 SUBJECT TO COURT APPROVAL, Plaintiffs IAN INMAN, RICHARD INMAN,
 26 DIANE INMAN, and JUNGLE PULSE, INC. ("PLAINTIFFS"), and Defendant PRETI,
 27 FLAHERTY, BELIEVEAU, PACHIOS & HALEY, LLP ("PRETI") (collectively "the Parties"),
 through their respective attorneys of record, HEREBY STIPULATE AS FOLLOWS:

1 WHEREAS, PLAINTIFFS filed their Complaint in this Court on November 24, 2009
2 (“Complaint”) alleging causes of action for violations of the California franchise investment law
3 and the California unfair business practices law, fraud and deceit, negligent misrepresentation,
4 breach of contract, and for declaratory relief against Defendants JUNGLE QUEST
5 FRANCHISING LLC, WILLIAM E. GABBARD, KEVIN P. HEIN, JAMES S. MOLLOY, and
6 DOUGLAS W. ROOT (collectively “JUNGLE QUEST”) and causes of action for negligence,
7 negligent misrepresentation, unfair business practices and declaratory relief against PRETI.

8 WHEREAS, the PLAINTIFFS and JUNGLE QUEST have reached an agreement to
9 settle the causes of action asserted by PLAINTIFFS against JUNGLE QUEST in the Complaint
10 and that settlement is contingent upon JUNGLE QUEST’s payment of certain settlement
11 proceeds and certain other conditions.

12 WHEREAS, the PLAINTIFFS and PRETI have also reached an agreement in which the
13 Plaintiffs will conditionally dismiss their action against PRETI, which dismissal will become
14 final on the settlement with JUNGLE QUEST becoming final.

15 WHEREAS the Parties have agreed to a conditional dismissal of this matter without
16 prejudice. This dismissal is subject to the following alternative conditions:

- 17 (1) Should the settlement between PLAINTIFFS and JUNGLE QUEST conclude,
18 PLAINTIFFS will file a stipulation for dismissal of its causes of action against
19 PRETI upon receipt of the settlement proceeds in accordance with the terms of
20 the settlement agreement with JUNGLE QUEST;
- 21 (2) Should the settlement between PLAINTIFFS and JUNGLE QUEST fail, the case
22 as between PLAINTIFFS and PRETI shall be reinstated to the Court’s docket
23 within 60 days following this Court’s entry of its order approving this
24 Stipulation.

25 WHEREAS, the parties have agreed to vacate current response deadlines and all other
26 case management deadlines. Should the settlement fail, the case as between PLAINTIFFS and
27 PRETI shall be reinstated to the Court’s docket pursuant to the conditions described above, at

28
stipulation and [proposed] order for conditional
dismissal and vacation of all pending case
management deadlines


1 which time the Parties will jointly contact the Court to re-set the response deadline and all other
2 necessary case management deadlines.

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4 IT IS SO STIPULATED.

5 DATED: April 20, 2010

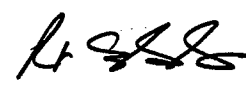
6 Respectfully submitted,

7 LEWIS BRISBOIS BISGAARD & SMITH LLP

8 By 
9 Alex Graft
10 Attorneys for Preti

11 DATED: April 20, 2010

12 LAGARIAS & BOULTER, LLP

13 By 
14 Robert S. Boulter
15 Attorneys for Plaintiffs IAN INMAN, RICHARD
16 INMAN, DIANE INMAN, AND JUNGLE PULSE, INC.

17
18 **ORDER**

19 Having considered the foregoing Stipulation, and good cause appearing therefore **IT IS**
20 **HEREBY ORDERED** that:

21 1. The Stipulation for Conditional Dismissal and Vacation of all Pending Case
22 Management Deadlines between Defendant PRETI, FLAHERTY, BELIEVEAU,
23 PACHIOS & HALEY, LLP, on the one hand, and Plaintiffs IAN INMAN, RICHARD
24 INMAN, DIANE INMAN, and JUNGLE PULSE, INC. (collectively "PLAINTIFFS"), on the
25 other hand, is **GRANTED**.

26 2. All pending case management and other deadlines are hereby **VACATED**.

27 3. In the event the Parties do not file a Stipulation of Dismissal With Prejudice
28 dismissing PLAINTIFFS' causes of action against PRETI within 60 days following the entry of
stipulation and [proposed] order for conditional
dismissal and vacation of all pending case
management deadlines

1 this ORDER, the case as between PLAINTIFFS and PRETI shall be reinstated, and the Parties
2 shall jointly contact the Court to re-set PRETI's response deadline and all other case
3 management deadlines.

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5 Dated: 4/22/2010

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7 _____
8 Hon. Claudia Wilkin

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stipulation and [proposed] order for conditional
dismissal and vacation of all pending case
management deadlines

1 **FEDERAL COURT PROOF OF SERVICE**
2 *Inman, et al. v. Jungle Quest Franchising, LLC, et al.*
3 U.S.D.C., Northern District, Case No. C 09 5584

4 STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

5 At the time of service, I was over 18 years of age and not a party to the action. My business
6 address is One Sansome Street, Suite 1400, San Francisco, California 94104. I am employed in the
7 office of a member of the bar of this Court at whose direction the service was made.

8 On April 21, 2010, I served the following document(s): **STIPULATION AND**
9 **[PROPOSED] ORDER FOR CONDITIONAL DISMISSAL AND VACATION OF ALL**
10 **PENDING CASE MANAGEMENT DEADLINES**

11 I served the documents on the following persons at the following addresses (including fax
12 numbers and e-mail addresses, if applicable):

13 **Counsel for Plaintiffs**

14 Robert S. Boulter, Esq.
15 Peter C. Lagarias, Esq.
16 LAGARIAS & BOULTER, LLP
17 1629 Fifth Avenue
18 San Rafael, CA 94901-1828
19 T: (415) 460-0100; F: (415) 460-1099
20 rsb@lb-attorneys.com
21 pcl@lb-attorneys.com

22 **Counsel for Defendants JUNGLE QUEST**
23 **FRANCHISING LLC, WILLIAM E.**

24 **GABBARD, KEVIN P. HEIN, JAMES S.**
25 **MOLLOY and DOUGLAS W. ROOT**

26 Sean Baker, Esq.
27 Andrew Unthank, Esq.
28 Wheeler, Trigg, O'Donnell, LLP
1801 California Street, Suite 3600
Denver, CO 80202-2617
T: (303) 244-1600; F: (303) 244-1879
baker@wtotrial.com
unthank@wtotrial.com

29 The documents were served by the following means:

30 (BY U.S. MAIL) I enclosed the documents in a sealed envelope or package addressed to the
31 persons at the addresses listed above and (specify one):

32 Deposited the sealed envelope or package with the U.S. Postal Service, with the
33 postage fully prepaid.

34 Placed the envelope or package for collection and mailing, following our ordinary
35 business practices. I am readily familiar with the firm's practice for collection and processing
36 correspondence for mailing. Under that practice, on the same day that correspondence is placed for
37 collection and mailing, it is deposited in the ordinary course of business with the U.S. Postal
38 Service, in a sealed envelope of package with the postage fully prepaid.

39 (BY COURT'S CM/ECF SYSTEM) Pursuant to Local Rule, I electronically filed the
40 documents with the Clerk of the Court using the CM/ECF system, which sent notification of
41 that filing to the persons listed above.

42 I declare under penalty of perjury under the laws of the United States of America that the
43 above is true and correct.

44 Executed on April 21, 2010, at San Francisco, California.

45 
46 Nancy Lew-Pham