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8 Attorneys for Plaintiffs
 9 ALEXANDER GRAHAM-SULT and DAVID GRAHAM

10 ALEXANDER GRAHAM-SULT, an
 11 individual and DAVID GRAHAM, an
 12 individual,

13 Plaintiffs,

14 v.

15 NICHOLAS P. CLAINOS, an individual,
 16 RICHARD L. GREENE, an individual,
 17 LINDA McCALL, an individual, GREENE
 18 RADOVSKY MALONEY SHARE &
 19 HENNIGH LLP, a limited liability
 20 partnership, BILL GRAHAM ARCHIVES
 21 LLC, d/b/a WOLFGANG'S VAULT, a
 22 limited liability company, NORTON LLC,
 23 a limited liability company, and WILLIAM
 24 E SAGAN, an individual,

25 Defendants.

Case No. CV 104877 CW

**STIPULATION AND ~~PROPOSED~~
 ORDER RELEASING THE BOND AND
 DISCHARGING INTERNATIONAL
 FIDELITY INSURANCE COMPANY
 FROM LIABILITY**

Judge: Hon. Claudia Wilken

26 A. WHEREAS, INTERNATIONAL FIDELITY INSURANCE COMPANY ("IFIC")
 27 issued Supersedeas Bond No. 0604291 in the original amount of \$750,000 (the "Bond"),
 28 representing an undertaking given by plaintiffs Alexander Graham-Sult and David Graham
 ("Plaintiffs") pursuant to Fed. R. Civ. P. 62(d) and per the Court's order dated March 21, 2013, in
 order to stay enforcement of the judgment entered in favor of all defendants in this case
 ("Judgment").

B. WHEREAS, Plaintiffs filed an appeal of the Judgment in the Ninth Circuit Court
 of Appeals.

C. WHEREAS, Plaintiffs' appeal was successful as to defendants Nicholas P.

1 Clainos ("Clainos"), in part, and Bill Graham Archives, LLC, d/b/a Wolfgang's Vault, Norton
2 LLC and William E. Sagan ("the BGA Defendants"), in part. Plaintiffs' appeal was unsuccessful
3 as to defendants Richard L. Greene, Linda McCall and Greene Radovsky Maloney Share &
4 Hennigh LLP ("Greene Defendants"). All defendants are collectively referred to herein as the
5 "Obligees."

6 D. WHEREAS, on February 14, 2014, the Ninth Circuit Court of Appeal issued a
7 "MANDATE."

8 E. WHEREAS, on February 28, 2014, the Greene Defendants, by and through their
9 attorneys of record, demanded that IFIC pay \$338,226.90 as full payment of the Judgment (the
10 "Demand"), with interest accruing each day until and including March 28, 2014 (the amount
11 Plaintiffs owe the Greene Defendants, including interest, as of and including March 28, 2014 is
12 340,436.94). The remainder of the bond (\$409,563.06) shall be released to Plaintiffs.

13 F. WHEREAS, IFIC has agreed to pay the Demand to the Greene Defendants, via
14 their attorneys, by wire transfer.

15 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, BY AND
16 AMONG THE PARTIES HERETO THROUGH THEIR UNDERSIGNED ATTORNEYS OF
17 RECORD, SUBJECT TO THE APPROVAL OF THIS COURT, AS FOLLOWS:

- 18 1. IFIC will pay the Demand to the Greene Defendants, via their attorney, by wire
19 transfer as soon as the Greene Defendants provide a letter to IFIC stating that they
20 each (1) approve the amount to be paid to them (\$340,436.94), (2) confirm that
21 they consent to the approved amount being paid to them via wire directly into
22 Hinshaw & Culbertson's client trust account and (3) confirm the wiring/account
23 information.
- 24 2. When payment is made by IFIC as committed to by this Stipulation, and the wire
25 transfer has cleared the bank on which it is drawn, the Greene Defendants shall
26 have no other or further remedies or rights against IFIC relating to the Bond, or
27 any portion thereof.

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- 3. Claimos and the BGA Defendants shall have no other or further remedies or rights against IFIC relating to the Bond, or any portion thereof.
- 4. This Stipulation may be executed in counterparts, all of which together shall be deemed to be one and the same instrument.
- 5. Nothing in this Stipulation is intended to waive, abridge, alter, impair or modify any rights that IFIC might possess against Plaintiffs and others for indemnity and other relief.

Dated: May __, 2014

Dated: May __, 2014

CANNATA, CHING & O'TOOLE LLP

HINSHAW & CULBERTSON LLP

By: _____
 THERESE CANNATA
 Attorneys for Plaintiffs ALEXANDER
 GRAHAM-SULT and DAVID
 GRAHAM

By: _____
 CASSIDY E. CHIVERS
 Attorneys for Defendants
 RICHARD GREENE, LINDA
 MCCALL, and GREENE
 RADOVSKY MALONEY SHARE &
 HENNIGH LLP'S

ORDER

Good cause therefore appearing from the foregoing Stipulation, **IT IS SO ORDERED.**

DATED: _____, 2014

 CLAUDIA WILKEN
 United States District Judge

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4. This Stipulation may be executed in counterparts, all of which together shall be deemed to be one and the same instrument.


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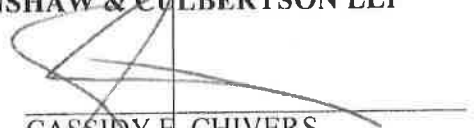
Dated: May 12, 2014

Dated: May 10, 2014

CANNATA, CHING & O'TOOLE LLP

HINSHAW & CULBERTSON LLP

By: 
THERESE CANNATA
Attorneys for Plaintiffs ALEXANDER
GRAHAM-SULT and DAVID
GRAHAM

By: 
CASSIDY E. CHIVERS
Attorneys for Defendants
RICHARD GREENE, LINDA
MCCALL, and GREENE
RADOVSKY MALONEY SHARE &
HENNIGH LLP'S

ORDER

Good cause therefore appearing from the foregoing Stipulation, **IT IS SO ORDERED.**

DATED: May 13, 2014


CLAUDIA WILKEN
United States District Judge