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1 G. Dana Scruggs, Esq. SBN 96152 CARTWRIGHT, SCRUGGS, FULTON & WALTHER 2 340 Soquel Avenue, Suite 215 Santa Cruz, CA 95062 3 Telephone: 831-457-1700 Facsimile: 831-457-3788 Attorneys for Halona Sudduth and Farah Sanders

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

IN RE: SOLOMON SACAY Case No.: 11-5003 CW STIPULATED JUDGMENT HALONA SUDDUTH, FARAH SANDERS, Plaintiffs, VS. SOLOMON SACAY, Defendant.

Plaintiffs HALONA SUDDUTH and FARAH SANDERS (collectively, the "Plaintiffs"), by and through their attorneys of record, G. Dana Scruggs, Esq., Jack A. Friedman, Esq., and Holly Shilliday, Esq. and Defendant SOLOMON SACAY by and through his attorney of records, Richard Veres, Esq. hereby stipulate to the following judgment in favor of Plaintiffs and against Defendant:

1. Judgment shall be entered in favor of Plaintiffs HALONA SUDDUTH and FARAH SANDERS and each of them, and against Defendant SOLOMON SACAY in the amount of \$350,000, with interest to run at the rate of 10% per annum from February 1, 2012 until the Judgment is paid in full;

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- Plaintiffs HALONA SUDDUTH and FARAH SANDERS and each of them shall be entitled to their reasonable attorneys' fees and costs and any attempts to collect monies owed to them on the Stipulated Judgment;
- 3. Defendant SOLOMON SACAY agrees to provide annual financial disclosures on March 1st of each and every year, beginning March 1, 2012 until the Stipulated Judgment is paid in full. Said financial disclosures include, but are not limited to tax returns, for the preceding year, profit and loss statements, pension statements, retirement account statements, bank account statements (both check and savings), stock statements, bond statements, financial statements, and any and all business records of whatever type regarding any employment or self-employment over the preceding year. Additionally, Defendant SOLOMON SACAY, upon 15 day written notice to his attorney, Richard Veres, Esq., agrees to submit to an annual examination under oath of his financial condition which shall occur at a location to be selected by Plaintiffs or their counsel, but can occur within 80 miles of Oakland, California. All notices of such examination shall be provided to Richard Veres, Esq. as Defendant's attorney and shall thereafter be binding on SOLOMON SACAY; and
- 4. SOLOMON SACAY agrees that the amounts owed under this Stipulated Judgment are excepted from discharge pursuant to 11 U.S.C. § 523(a)(6) which excepts from discharge any debt "owed for willful and malicious injury by the debtor to another entity or to the property of another entity."
- 5. SOLOMON SACAY and Plaintiffs consent to the voluntary dismissal of Plaintiffs' claims arising under 11 U.S.C. § 727(a)(2)(a) and 11 U.S.C. § 727(a)(4)(a) (collectively, the "727 Claims"), with each party to bear their own attorneys' fees and costs arising from or relating to the 727 Claims.

Dated: February /S, 2012

Dated: February <u>15</u>, 2012

Solomon Sacay, Defendant

Richard Veres, Esq., Attorney for Solomon Sacay, Defendant

1	Dated: February <u>(6</u> , 2012	G. Dana Scruggs, Esq. Attorney for Plaintiffs
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4		EREFOR, the above Judgment is ORDEREL
5	to be entered by the Court.	
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7	Dated:2/24/2012	Chideleit
8		HONORABLE CLAUDIA WILKEN JUDGE OF THE U.S. DISTRICT COURT
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STIPULATED JUDGMENT