

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

Attorneys for Halona Sudduth and Farah Sanders

8 **UNITED STATES DISTRICT COURT**
 9 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

11 IN RE: SOLOMON SACAY

Case No.: 11-5003 CW

12
 13 HALONA SUDDUTH,
 FARAH SANDERS,
 14
 Plaintiffs,

STIPULATED JUDGMENT

15 vs.

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 17 SOLOMON SACAY,
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 Defendant.

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

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

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1 2. Plaintiffs HALONA SUDDUTH and FARAH SANDERS and each of them
2 shall be entitled to their reasonable attorneys' fees and costs and any attempts to
3 collect monies owed to them on the Stipulated Judgment;

4 3. Defendant SOLOMON SACAY agrees to provide annual financial
5 disclosures on March 1st of each and every year, beginning March 1, 2012 until the
6 Stipulated Judgment is paid in full. Said financial disclosures include, but are not
7 limited to tax returns, for the preceding year, profit and loss statements, pension
8 statements, retirement account statements, bank account statements (both check and
9 savings), stock statements, bond statements, financial statements, and any and all
10 business records of whatever type regarding any employment or self-employment over
11 the preceding year. Additionally, Defendant SOLOMON SACAY, upon 15 day written
12 notice to his attorney, Richard Veres, Esq., agrees to submit to an annual examination
13 under oath of his financial condition which shall occur at a location to be selected by
14 Plaintiffs or their counsel, but can occur within 80 miles of Oakland, California. All
15 notices of such examination shall be provided to Richard Veres, Esq. as Defendant's
16 attorney and shall thereafter be binding on SOLOMON SACAY; and

17 4. SOLOMON SACAY agrees that the amounts owed under this Stipulated
18 Judgment are excepted from discharge pursuant to 11 U.S.C. § 523(a)(6) which
19 excepts from discharge any debt "owed for willful and malicious injury by the debtor to
20 another entity or to the property of another entity."

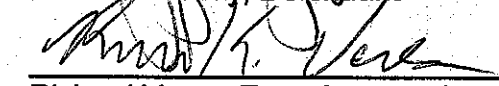
21 5. SOLOMON SACAY and Plaintiffs consent to the voluntary dismissal of
22 Plaintiffs' claims arising under 11 U.S.C. § 727(a)(2)(a) and 11 U.S.C. § 727(a)(4)(a)
23 (collectively, the "727 Claims"), with each party to bear their own attorneys' fees and
24 costs arising from or relating to the 727 Claims.

25 Dated: February 15, 2012



Solomon Sacay, Defendant


27 Dated: February 15, 2012



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

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1 Dated: February 16, 2012



G. Dana Scruggs, Esq. Attorney for
Plaintiffs

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4 GOOD CAUSE APPEARING THEREFOR, the above Judgment is **ORDERED**
5 to be entered by the Court.

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7 Dated: 2/23/2012



HONORABLE CLAUDIA WILKEN
JUDGE OF THE U.S. DISTRICT COURT

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