

1 JOHN DINAPOLI (SBN 84365)
 STEVEN J. SIBLEY (SBN 152365)
 2 DINAPOLI & SIBLEY
 Ten Almaden Boulevard, Suite 1250
 3 San Jose, CA 95113-2271
 Telephone: (408) 999-0160
 4 Facsimile: (408) 999-0191
 e-mail: jfd@dslaw.net

5 Attorneys for Plaintiff APEX
 6 ADVANCE HOLDINGS LIMITED

7 UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA
 8 (San Jose Division)

9 APEX ADVANCE HOLDINGS LIMITED,
 10 a corporation,

11 Plaintiff,

12 v.

13 VLADIMIR RIVKIN, et al,

14 Defendants.

Case No. CV-11-02051 EJD (PSG)

**STIPULATION FOR REDACTION OF
 EXHIBIT TO PLAINTIFF'S COMPLAINT;
 AND ORDER**

[Northern District Local Rule 7-12; Fed. R.
 Civ. Proc. 5.2(a)]

15 In compliance with Fed. R. Civ. Proc. 5.2(a), the parties to this action, through their
 16 respective attorneys, stipulate that the Court shall redact Exhibit "I" to plaintiff's Complaint in this
 17 action to remove certain confidential information of defendant IGOR JONATAN SCHMIDT,
 18 specifically, his date of birth, driver's license no., U.S. Passport no., and Social Security no.
 19 The redaction would be accomplished by the Clerk's withdrawing and destroying the existing
 20 Exhibit "I" from the hard copy of the Complaint which plaintiff filed at the inception of this action
 21 on April 26, 2011, and from the copy of the Complaint which plaintiff's counsel subsequently e-
 22 mailed to the assigned Judge Paul S. Grewal on May 4, 2011, pursuant to General Order 45(V).

23 Plaintiff's counsel represents that he has not e-filed a copy of that Complaint with the
 24 Clerk of the Court and he that inadvertently attached an unredacted copy of Exhibit "I" to the
 25 Complaint, while having expressly redacted similar confidential information from several other
 26 Exhibits to the Complaint.

27 A redacted copy of Exhibit "I," in the form to inserted in the Complaint, is attached hereto
 28 as Exhibit 1.

1 The parties further stipulate that the execution of this Stipulation by counsel for
2 defendants VLADIMIR RIVKIN and EFIM RIVKIN is not intended to be and shall not be
3 construed as their general appearance in this action or the waiver or other limitation of their
4 presently pending Motion to dismiss the action for lack of diversity jurisdiction.

5 Dated: May 5, 2011

6 DINAPOLI & SIBLEY

BAY AREA LAW FIRM, APC

7
8 By: _____ /s/

By: _____ /s/

9 JOHN DINAPOLI, Attorneys for
10 Plaintiff APEX ADVANCE
11 HOLDINGS LIMITED and
12 Defendants IGOR JONATAN
13 SCHMIDT and REGINA SCHMIDT

CARLOS MARTINEZ, Attorneys for
Defendants VLADIMIR RIVKIN and
EFIM RIVKIN

ORDER

14 Pursuant to the Stipulation of counsel for the parties to this action and Fed. R. Civ.
15 Proc. 5.2(a),

16 IT IS HEREBY ORDERED THAT:

- 17 1. The Clerk of the Court shall remove and destroy the existing Exhibit "I" to
18 plaintiff's Complaint, filed on April 26, 2011, and from any other copies of the
19 Complaint in the Clerk's possession, and shall substitute in place of that Exhibit
20 "I" the redacted copy attached hereto as Exhibit 1
- 21 2. To the extent not accomplished pursuant to ¶1 of this Order, the Clerk of the
22 Court or other personnel assigned to this matter shall remove and destroy the
23 existing Exhibit "I" to the copy of plaintiff's Complaint which plaintiff's counsel e-
24 mailed to the Court on May 4, 2011, and all copies thereof, and shall substitute
25 in place of that Exhibit "I" the redacted copy attached hereto as Exhibit 1.

26 Dated: May 25, 2011

27 

Hon. Edward J. Davila
United States District Judge

EXHIBIT 1

PROMISSORY NOTE

Borrower Information:	
Name: Igor Jonatan Schmidt	Date: December 23, 2010
Street Address: 672 Villa Centre Way	Date of Birth: REDACTED
City: San Jose	Area code/Telephone number: 408-505-5777
State: CA	Driver's License Number: REDACTED
Zip: 95128	US Passport Number: REDACTED
	Social Security Number: REDACTED

Lender Information:	
Name: Apex Advanced Holdings LTD.	Area code/Telephone number:
Street Address: 42/F Central Plaza, 18 Harbour Rd.,	If paying by check, make check payable to:
City: Wanchai, Hong Kong	Send payments to: Apex Advanced Holdings LTD. 42/F Central Plaza, 18 Harbour Rd., Wanchai, Hong Kong
State:	
Zip:	

Loan Information:	
Loan Amount: \$ 1,300,000.00 (one million three hundred thousand USD)	Loan Period: 2 years
Interest Rate: 5% per year	Payment Schedule: One payment at the end of the term

1. **Promise to Pay.** For value received, Igor Jonatan Schmidt (Borrower) promises to pay Apex Advanced Holdings LTD., (Lender) \$1,300,00.00 and interest at the yearly rate of 10% on the unpaid balance as specified below.

2. **Installments.**

- Borrower will pay _____ payments of \$_____ each at monthly/yearly/_____ intervals on the _____ day of the month.
- Borrower will pay one lump payment on Dec 23, 2012 date.
- Borrower will pay _____ payments of \$_____ each at monthly/yearly/_____ intervals with a final balloon payment of _____ at the end of the loan term on _____ date.

3. **Application of Payments.** Payments will be applied first to interest and then to principal.

4. **Prepayment.** Borrower may prepay all or any part of the principal without penalty.

5. **Loan Acceleration.** If Borrower is more than _____ days late in making any payment, Lender may declare that the entire balance of unpaid principal is due immediately, together with the interest that has accrued.

7. **Security**

- This is an unsecured note.
- Borrower agrees that until the principal and interest owed under this promissory note are paid in full, this note will be secured by a security agreement and Uniform Commercial Code Financing statement giving Lender a security interest in the equipment, fixtures, inventory and accounts receivable of the business known as _____.
- Borrower agrees that until the principal and interest owed under this promissory note are paid in full, this note will be secured by the
 - mortgage
 - deed of trust covering the real estate commonly known as 20545 Beggs Rd, Los Gatos, CA 95033 and more fully described as follows: a real estate property located at the above address.

8. **Collection Costs.** If Lender prevails in a lawsuit to collect on this note, Borrower will pay Lender's costs and lawyer's fees in an amount the court finds to be reasonable.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound until this note shall be fully paid and waive demand, presentment and protest and all notices hereto and further agree to remain bound notwithstanding any extension, modification, waiver, or other indulgence or discharge or release of any obligor hereunder or exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change in terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgement of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State of California.

Witnessed: _____ Date: _____

Witnessed: _____ Date: _____

Borrower: Igor Jonatan Schmidt Date: Dec. 23, 2012

Borrower: _____ Date: _____