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 15 InstaCare Corp. and PharmaTech Solutions, Inc.

16 **UNITED STATES DISTRICT COURT**
 17 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

19 GOTHAM INSURANCE COMPANY,
 20 Plaintiff in Interpleader,
 21 v.
 22 SHASTA TECHNOLOGIES, LLC; CALVIN
 23 A. KNICKERBOCKER, III; CALVIN A.
 24 KNICKERBOCKER, JR.; INSTACARE
 CORP.; and PHARMATECH SOLUTIONS,
 INC.,
 25 Defendants in Interpleader.
 26 AND RELATED COUNTER-CLAIM.

CASE NO. 5:13-cv-03810 BLF
STIPULATED SETTLEMENT AND
~~PROPOSED~~ ORDER

1 Defendants and Cross-Defendants Shasta Technologies, LLC (“Shasta”), Calvin A.
2 Knickerbocker, Jr., and Calvin A. Knickerbocker, III, together with Defendants Decision
3 Diagnostics Corp., formerly known as InstaCare Corp., and PharmaTech Solutions, Inc.
4 (Decision Diagnostics Corp. and PharmaTech Solutions, Inc. together, “PharmaTech,” and all of
5 the above collectively, the “Parties”) state as follows:

6 WHEREAS, Plaintiff in Interpleader Gotham Insurance Company (“Gotham”) filed an
7 original complaint in interpleader on August 16, 2013, against Shasta and PharmaTech,
8 concerning the rights of Shasta and PharmaTech to proceeds of \$578,733.58 under an intellectual
9 property defense reimbursement insurance policy issued by Gotham to Shasta;

10 WHEREAS, Gotham filed a First Amended Complaint on August 5, 2014, against Shasta
11 and PharmaTech and alleging additional claims against Calvin A. Knickerbocker, Jr. and Calvin
12 A. Knickerbocker, III;

13 WHEREAS, PharmaTech filed a cross-claim on August 5, 2014 against Shasta, Calvin A.
14 Knickerbocker, Jr. and Calvin A. Knickerbocker, III;

15 WHEREAS, all claims between Gotham, Shasta and the Knickerbockers were dismissed,
16 except for Gotham’s interpleader and declaratory relief claims as against both Shasta and
17 PharmaTech, and Gotham was dismissed from the action, pursuant to this Court’s Order dated
18 February 4, 2015;

19 WHEREAS, the disputed proceeds of \$578,733.58 have been deposited with this Court;

20 WHEREAS, the Parties attended a settlement conference in this matter held on August
21 23, 2016, in front of Magistrate Judge Joseph C. Spero; and

22 WHEREAS, the Parties have reached agreement on the terms of a settlement, the terms
23 of which are set forth in this Stipulated Settlement, that they consider to be a just, fair, adequate
24 and equitable resolution of the issues in this case;

25 NOW, THEREFORE, THE PARTIES STIPULATE AS FOLLOWS:

26 1. That the Court enter an order disbursing the funds deposited by Gotham with the
27 Court in this interpleader action as follows: the amount of \$201,500.00 shall be paid to the client
28 trust account of Baer & Troff LLP, to be held in trust for PharmaTech; and the balance of the

1 interpleaded proceeds (approximately \$377,233.58) shall be paid to the client trust account of
2 Ogloza Fortney LLP, to be held in trust for Shasta.

3 2. This case shall be dismissed in its entirety with prejudice, with each side to bear its
4 own costs.

5 3. Neither Shasta nor Calvin Knickerbocker, Jr. shall have any contact, directly or
6 indirectly, with any persons known by them to be shareholders of PharmaTech Solutions, Inc. or
7 Decision Diagnostics Corp., other than Keith Berman.

8 4. Shasta and Calvin Knickerbocker, Jr. agree that they shall not contact the United
9 States Food and Drug Administration with regard to the GenStrip or related diagnostic blood
10 glucose test strip products during the pendency of that certain action captioned *PharmaTech*
11 *Solutions, Inc. v. Shasta Technologies, LLC*, Case No. 56-2015-00466606-CU-BC-VTA,
12 Superior Court for the County of Ventura.

13
14
15 Dated: August 26, 2016

OGLOZA FORTNEY LLP

16 By: /s/ David Fortney
17 David Fortney

18 Attorneys for Defendants and Cross-
19 Defendants Shasta Technologies, Inc.,
20 Calvin A. Knickerbocker, Jr. and Calvin
21 A. Knickerbocker, III

22 Dated: August 26, 2015

BAER & TROFF, LLP

23
24 By: /s/ Eric Troff
25 Eric Troff

26 Attorneys for Defendants and Cross-
27 Complainants InstaCare Corp. and
28 PharmaTech Solutions, Inc.

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~~[PROPOSED]~~ ORDER

PURSUANT TO STIPULATION, IT IS ORDERED that the settlement terms set forth in the Parties' Stipulated Settlement above are hereby incorporated into this Order;

IT IS FURTHER ORDERED that the amount of \$201,500.00 shall be paid by the Clerk of this Court to the client trust account of Baer & Troff LLP, to be held in trust for PharmaTech;

IT IS FURTHER ORDERED that the balance of the interpleaded proceeds (approximately \$377,233.58) shall be paid to the client trust account of Ogloza Fortney LLP, to be held in trust for Shasta;

IT IS FURTHER ORDERED that this Court shall have continuing jurisdiction to enforce this Order and the terms of the Parties' settlement herein;

IT IS FURTHER ORDERED that this case is **DISMISSED WITH PREJUDICE**, with each side to bear its own costs.

DATED: _____, 2016 
JUDGE OF THE UNITED STATES DISTRICT COURT