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13 UNITED STATES DISTRICT COURT  
 14 EASTERN DISTRICT OF WASHINGTON  
 15 AT SPOKANE

16 CALIFORNIA BANK & TRUST, as  
 17 assignee of the Federal Deposit  
 Insurance Corporation, as receiver for  
 18 Vineyard Bank, a California banking  
 19 corporation,

Case No. 2:12-CV-00161 LRS

**ORDER FOR DISMISSAL  
 WITHOUT PREJUDICE SUBJECT  
 TO REOPENING**

20 Plaintiff,

21 v.

22  
 23 SHILO INN, MOSES LAKE, INC., a  
 Washington corporation; MOSES  
 24 LAKE FOOD MART, INC., a  
 Washington corporation; and KOHLI  
 25 INVESTMENT, INC., d/b/a Sunval  
 26 Express, a Washington corporation,

27 Defendants.  
 28

1                   Having read and considered the Stipulation for Dismissal Without  
2 Prejudice Subject to Reopening submitted by Plaintiff California Bank & Trust (the  
3 “Plaintiff” or “CB&T”) and Defendant Shilo Inn, Moses Lake, Inc. (“Borrower”),  
4 the Court finds the following:  
5

6                   A.     On January 22, 2015, this Court entered the Amended Order re  
7 Pending Motion (the “Order”) (ECF No. 154) granting the motion brought by  
8 Plaintiff California Bank & Trust as assignee of the Federal Deposit Insurance  
9 Corporation, as receiver for Vineyard Bank, a California banking Corporation  
10 (“CB&T” or “Plaintiff”) for partial summary judgment for judicial foreclosure. The  
11 Order also dismissed the counterclaims of Shilo Inn, Moses Lake, Inc. (the  
12 “Borrower”).  
13

14                   B.     That same day, this Court entered a Judgment in a Civil Action  
15 dismissing Borrower’s counterclaims.  
16

17                   C.     On January 23, 2015, this Court entered an Amended Order re:  
18 Pending Motions (ECF No. 156), to fix a typographical error.  
19

20                   D.     On January 30, 2015 this Court issued a Writ of Execution for the sale  
21 of the real and personal property.  
22  
23  
24  
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1           E.     Plaintiff and the Borrower have reached a Settlement Agreement that  
2 provides, among other things, for certain actions to be taken by the Borrower,  
3 including the payment of funds to Plaintiff.  
4

5           ACCORDINGLY, it is hereby ORDERED, ADJUDGED, AND DECREED  
6 THAT:  
7

8           1.     Plaintiff's claims in this case are hereby DISMISSED WITHOUT  
9 PREJUDICE AND SUBJECT TO REOPENING;  
10

11           2.     If the Borrower fails to meet any of the obligations set forth in the  
12 Settlement Agreement, counsel for Plaintiff is authorized to file the Stipulation Re:  
13 Reopening Proceedings attached hereto as Exhibit 1 so that this proceeding shall be  
14 reopened;  
15

16           3.     All previous orders and rulings remain in full force and effect upon  
17 reopening;  
18

19           4.     After the reopening of this proceeding, counsel for Plaintiff is  
20 authorized to file for entry by the Court the Writ of Execution attached hereto as  
21 Ex. 2, the Stipulation for Order Appointing Receiver attached hereto as Exhibit 3,  
22 and declaration by a CB&T representative on the form attached hereto as Exhibit 4;  
23  
24 and  
25  
26  
27  
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