

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

OCEAN BEAUTY SEAFOODS LLC, an
Alaska limited liability company, and
MICHAEL COULSTON, an individual,

Plaintiffs,

v.

PACIFIC SEAFOOD GROUP ACQUISITION
COMPANY INC. d/b/a Pacific Seafood Group
and PACIFIC SEAFOOD GROUP, INC., an
Oregon corporation,

Defendants.

No. C14-1072 RSM

STIPULATION AND ORDER TO
ENFORCE SETTLEMENT
AGREEMENT

STIPULATION

The parties to the above-entitled action, by and through their respective counsel of record, stipulate and agree that the above-entitled action has been fully settled and compromised. The parties further consent that this Court shall retain jurisdiction for the purpose of enforcing Paragraph 4 of the parties' Settlement Agreement and Release ("Agreement"). Upon payment of the amounts specified in paragraph 3 and completion of the terms stated in paragraph 4 of the Agreement, the parties agree that the action should be dismissed with prejudice and without further cost to any party.

STIPULATION AND ORDER TO ENFORCE
SETTLEMENT AGREEMENT

IT IS SO STIPULATED:

s/ Andrea M. Barton

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Date: July 18, 2016

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Date: June 23, 2016

STIPULATED ORDER

The parties hereby agree that this case has been settled and that all issues and controversies have been resolved to their mutual satisfaction. The parties request that the Court retain jurisdiction to enforce a term of their settlement agreement.

IT IS HEREBY ORDERED:

1. The parties shall comply with the non-competition covenant contained in Paragraph 4 of their settlement agreement (the "Covenant"), which states as follows:

"4. Covenant Not to Engage in Sales on Behalf of Ocean Beauty.

For a period of six months commencing on June 13, 2016, Coulston shall not perform any service, task, duty, or responsibility for Ocean Beauty that furthers or relates to Ocean Beauty's sale or marketing of its products to customers or prospective customers within the Clackamas Region (defined as the state of Oregon, extending north to Centralia, Washington, and south to Eureka, California, as well as Boise, Idaho) or within a 100-mile radius from Mukilteo, Washington (together, the "Non-competition Territory"). This prohibition includes but is not limited to any communication or contact with any representative or employee of any customer or prospective customer who is located in or operates out of an office in the Non-competition Territory. Further, the prohibition restricts Coulston's actions irrespective of whether they occur

inside or outside the Non-competition Territory. So long as Coulston and Ocean Beauty comply with the terms of this Agreement, this covenant shall expire on December 13, 2016. For the avoidance of doubt it is understood and agreed that Coulston may work in the Non-competition Territory in a non-sales capacity such as operations and procurement. Coulston may also communicate with and contact any representative or employee of any customer or prospective customer who is located outside the Non-competition Territory and who does not operate out of an office in the Non-competition Territory so long as that communication or contact is not intended to facilitate sales to customers within the Non-competition Territory.”

2. If any party seeks the intervention of this Court to enforce the Covenant, the party who prevails in that action shall be entitled to an award of attorney fees in addition to other remedies permitted by law.

3. Upon payment of amounts specified in paragraph 3 of the parties' settlement agreement and completion of the Covenant, the case will be dismissed with prejudice, and without further costs to either party.

IT IS SO ORDERED this 20th day of July 2016.



RICARDO S. MARTINEZ
CHIEF UNITED STATES DISTRICT JUDGE

Presented by:

s/ Andrea M. Barton

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