

1 JAMES C. HOLLAND, 134233
Attorney at Law
2 134 North Conyer St.
Visalia, CA 93291
3 (559) 741-1112
FAX: (559) 741-1113
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Attorney for Plaintiff, Counter Defendant DUWARD M. LANGFORD
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8 UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF CALIFORNIA
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11 DUWARD M. LANGFORD;) No: 05 CV 01271 AWI DLB
)
12) SETTLEMENT AGREEMENT
) AND ORDER DISMISSING CASE
13 Plaintiff,)
)
14 vs.)
)
15 AMERITANX, INC.; JAMES ARNOTT;)
DOES 1-10;)
16)
Defendants.)
17)
18 AND RELATED CROSS-ACTION)

19 **I. PARTIES AND RECITALS**

20 This Stipulated Settlement Agreement (hereafter referred to as
21 "the Agreement") is entered into by Plaintiff, Duward M. Langford,
22 and Defendants, Counterclaimants Ameritanx, Inc. and James Arnott
23 (hereafter referred to as "the parties".)

24 THIS AGREEMENT is made in consideration of the mutual promises
25 and releases set forth herein.

26 WHEREAS, the parties desire to fully and finally settle all
27 legal claims set forth in the pleadings of the above captioned case
28 and to avoid further protracted and costly litigation, the parties

1 enter into the following agreement:

2 **II. SETTLEMENT TERMS**

3 1. Plaintiff agrees that approval by the Court of this
4 Agreement and Order shall effect dismissal of the Complaint filed
5 in Tulare County Superior Court on August 18, 2005, against all
6 Defendants with prejudice.

7 2. Defendants, counterclaimants Ameritanx, Inc. and James
8 Arnott agree that approval by the Court of this Agreement and Order
9 shall effect dismissal of the Counterclaim filed on September 26,
10 2006 against all Counterdefendants with prejudice.

11 3. The parties agree that each party shall bear their own
12 attorney fees and costs associated with the above captioned court
13 case.

14 **II. NO ADMISSION OF LIABILITY**

15 This Agreement and compliance with this Agreement shall not be
16 construed as an admission by any party of any liability or any
17 violations of rights by law, statute duty, or contract
18 and any such claimed liability is specifically disclaimed by all
19 parties whose signature appears on this Agreement.

20 **III. BINDING EFFECT**

21 This Agreement shall be binding upon the parties and upon
22 their heirs, administrators, representatives, executors,
23 successors, and assigns.

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IV. EFFECTIVE DATE

This Agreement shall be effective the date it is signed subject to approval by the Court unless a later date is provided for in the Court's order.

Respectfully submitted,

Dated: March 27, 2007 /s/ James C. Holland
James C. Holland, Attorney for
Plaintiff DUWARD M. LANGFORD

Dated: March 28, 2007 /s/ Shannon M. Treynor
Shannon Traynor, Attorney for
Defendants AMERITANX, INC.,
JAMES ARNOTT

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ORDER

IT IS SO ORDERED.

Dated: March 30, 2007 /s/ **Anthony W. Ishii**
Om8i78 UNITED STATES DISTRICT JUDGE