



PLAINTIFF/PETITIONER: SAMANTHA J. CURRAN	CASE NUMBER:
DEFENDANT/RESPONDENT: JEFFREY A. CURRAN	ET-08-CV-122250

**PROOF OF SERVICE BY FIRST-CLASS MAIL  
NOTICE OF ENTRY OF JUDGMENT OR ORDER**

FILED  
2010 JUN 23  
David H. Yarnash, Clerk of the Superior Court  
Deputy Clerk  
S. GANLEY AVE

*(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)*

- I am at least 18 years old and not a party to this action. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (specify):  
115 Avenida Miramar, San Clemente, California 92672
- I served a copy of the Notice of Entry of Judgment or Order by enclosing it in a sealed envelope with postage fully prepaid and (check one):
  - deposited the sealed envelope with the United States Postal Service.
  - placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.
- The Notice of Entry of Judgment or Order was mailed:
  - on (date): June 2, 2010
  - from (city and state): San Clemente, California 92672
- The envelope was addressed and mailed as follows:
 

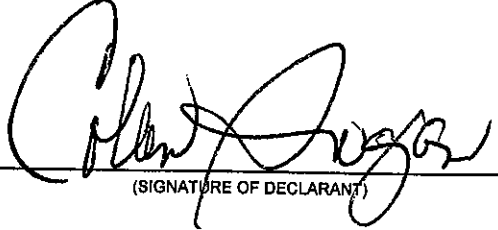
<ol style="list-style-type: none"> <li>Name of person served: Robert M. Brown, Esq. Street address: 49 Sandpoint Drive City: Richmond State and zip code: California 94804</li> <li>Name of person served:  Street address: City: State and zip code:</li> </ol>	<ol style="list-style-type: none"> <li>Name of person served:  Street address: City: State and zip code:</li> <li>Name of person served:  Street address: City: State and zip code:</li> </ol>
--	--

Names and addresses of additional persons served are attached. (You may use form POS-030(P).)
- Number of pages attached 12

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: June 2, 2010

Coleen Grogan  
(TYPE OR PRINT NAME OF DECLARANT)

  
(SIGNATURE OF DECLARANT)

# **EXHIBIT**

**“A”**

COPY

CM-200

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Steven Jay Katzman (SBN 132755)</b> <b>BIENERT MILLER &amp; KATZMAN, PLC</b> 115 Avenida Miramar, San Clemente, California 92672 TELEPHONE NO.: (949) 369-3700 FAX NO. (Optional): (949) 369-3701 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiff, SAMANTHA J. CURRAN	FOR COURT USE ONLY <b>(ENDORSED)</b> <b>FILED</b> MAY 11 2010 DAVID H. YAMASAKI <small>Chief Executive Officer/Clerk          Superior Court of CA County of Santa Clara</small> DEPUTY <b>J. Paura</b> CASE NUMBER: 1-08-CV-122250 JUDGE: Carol Overton DEPT.: 5
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA</b> STREET ADDRESS: 191 N. First Street MAILING ADDRESS: 191 N. First Street CITY AND ZIP CODE: San Jose, California 95113-1090 BRANCH NAME: Downtown	
PLAINTIFF/PETITIONER: SAMANTHA J. CURRAN DEFENDANT/RESPONDENT: JEFFREY A. CURRAN	
NOTICE OF SETTLEMENT OF ENTIRE CASE	

**NOTICE TO PLAINTIFF OR OTHER PARTY SEEKING RELIEF**

You must file a request for dismissal of the entire case within 45 days after the date of the settlement if the settlement is unconditional. You must file a dismissal of the entire case within 45 days after the date specified in item 1b below if the settlement is conditional. Unless you file a dismissal within the required time or have shown good cause before the time for dismissal has expired why the case should not be dismissed, the court will dismiss the entire case.

To the court, all parties, and any arbitrator or other court-connected ADR neutral involved in this case:

- This entire case has been settled. The settlement is:
  - Unconditional. A request for dismissal will be filed within 45 days after the date of the settlement.  
Date of settlement:
  - Conditional. The settlement agreement conditions dismissal of this matter on the satisfactory completion of specified terms that are not to be performed within 45 days of the date of the settlement. A request for dismissal will be filed no later than (date):
- Date initial pleading filed: July 1, 2008
- Next scheduled hearing or conference:
  - Purpose:
  - (1) Date:
  - (2) Time:
  - (3) Department:
- Trial date: May 10, 2010
  - No trial date set.
  - (1) Date:
  - (2) Time:
  - (3) Department:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: May 11, 2010

Steven Jay Katzman

(TYPE OR PRINT NAME OF  ATTORNEY  PARTY WITHOUT ATTORNEY)

(SIGNATURE)

PLAINTIFF/PETITIONER: SAMANTHA J. CURRAN	CASE NUMBER:
DEFENDANT/RESPONDENT: JEFFREY A. CURRAN	1-08-CV-122250

**PROOF OF SERVICE BY FIRST-CLASS MAIL  
NOTICE OF SETTLEMENT OF ENTIRE CASE**

**(NOTE: You cannot serve the Notice of Settlement of Entire Case if you are a party in the action. The person who served the notice must complete this proof of service.)**

1. I am at least 18 years old and not a party to this action. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (specify):

115 Avenida  
Muirpoint  
San Clemente CA 92672

2. I served a copy of the Notice of Settlement of Entire Case by enclosing it in a sealed envelope with postage fully prepaid and (check one): Personal Service

- a.  deposited the sealed envelope with the United States Postal Service.
- b.  placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The Notice of Settlement of Entire Case was mailed:

- a. on (date):
- b. from (city and state):

4. The envelope was addressed and mailed as follows:

- |                           |                           |
|---------------------------|---------------------------|
| a. Name of person served: | c. Name of person served: |
| Street address:           | Street address:           |
| City:                     | City:                     |
| State and zip code:       | State and zip code:       |
| b. Name of person served: | d. Name of person served: |
| Street address:           | Street address:           |
| City:                     | City:                     |
| State and zip code:       | State and zip code:       |

Names and addresses of additional persons served are attached. (You may use form POS-030(P).)

5. Number of pages attached \_\_\_\_\_

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

Steve Katzman

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

## **SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

**This Settlement Agreement and Release of Claims ("Agreement") is made, executed and entered into as of Tuesday, May 11, 2010 ("Effective Date"), by and between the following Persons, each of whom is a "Party", and all of whom are the "Parties": Samantha Curran ("Plaintiff"); Jeffrey Curran ("Defendant") with regard to the following facts, circumstances, beliefs, assertions and allegations:**

### **ARTICLE 1. RECITALS:**

**A. On July 1, 2008, Plaintiff brought an action against Defendant for: Breach of Joint Venture, Breach of oral contract; Fraud and Deceit; Promissory Estoppel and Unjust Enrichment (the "Complaint").**

**Pursuant to the Recitals, in consideration of the representations, warranties, covenants, agreements and declarations of the Parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of this Agreement, the Parties, intending to be legally bound by this Agreement, hereby represent, warrant, covenant, agree, and declare as follows:**

### **ARTICLE 2. TERMS OF SETTLEMENT**

**1.0. Stipulated Judgment. Concurrently upon the execution of this Agreement, Plaintiff and Defendant will execute, enter into, and file with the Court Stipulated Judgment ("Stipulated Judgment" or "Settlement Amount"), in the form attached as Exhibit "A", for compensatory damages in the amount of \$200,000.00.**

**2.2. REDACTED**

**2.3 With respect to the Factual Basis set forth in ¶ 2.2., Defendant will file and Plaintiff will not oppose a motion to have the Factual Basis placed under seal. Plaintiff's counsel will be provided with a copy of the transcript of the Factual Basis.**

**2.4. In lieu of a "lump sum" payment of the Settlement Amount, commencing June 1, 2010, \$2,000 of the child support payments per month in the Family Law Matter<sup>1</sup> shall be credited to Defendant against said sum, assuming it is paid, until October 1, 2017, at which time the parties' eldest child reaches the age of majority (18 years of age). It is anticipated that, as of that date, \$176,000 of the Settlement Amount should be paid. Thereafter, credit of \$461.53 per month shall be credited to Defendant against said sum until the parties' youngest child reaches the age of majority (18 years of age), at which time the Settlement Amount should be paid in full. This assignment of credit is based upon the current monthly Family Court child support payments of \$4,800.00.**

**2.5. Should the Court in the Family Law Matter reduce the amount of monthly child support payments for the parties' children prior to payment in full under the Stipulated Judgment and/or should the monthly child support obligation for either of the parties' children terminate or be suspended before such child reaches the age of majority, the parties agree that Defendant would get credit towards the Settlement Amount for any monthly child support payments in excess of \$2,762.00.**

**2.6. If there is any outstanding balance owing toward the Stipulated Judgment at the time that Defendant's child support obligations terminate as a matter of law, Defendant shall continue making monthly payments toward such outstanding balance, at a monthly rate at least equal to the most recent monthly child support amount established by the Court in the Family Law Matter, until paid in full. Under this provision, Defendant will receive a full credit against the Stipulated Judgment for all payments made.**

### **ARTICLE 3. RELEASE OF CLAIMS**

**3.1. Release of Claims. Except for obligations arising under the Stipulated Judgment or claims arising by reason of a breach of such obligations and any Family Support obligations, the parties on behalf of themselves and their heirs, successors, assigns, executors, administrators and trustees, hereby release, waive, discharge and agree not to sue Defendant with respect to, any Claims<sup>2</sup> which the parties against each other as to the date of execution of this settlement agreement.**

<sup>1</sup> Family Law Matter is defined as Case No. 1:04-FL 119222 pending before the Superior Court for the County of Santa Clara.

<sup>2</sup> "Claims" will mean any claims, demands, allegations, rights, obligations, duties, debts, liens, encumbrances, levies, covenants, contracts, agreements, promises, understandings, damages, injuries, losses, actions, causes of action, costs, expenses, charges, attorneys' fees, judgments, orders and liabilities of any kind, whether in law or equity, known or unknown, and concealed or revealed.

The Parties intend that this Agreement be a complete and absolute bar to all such Claims.

3.2. Civil Code 1542 Waiver. In furtherance of the intent of the Parties to effectuate a full and complete waiver of the Claims intended to be released pursuant to Section 3.1, Section 3.2 and Section 3.3, the Parties hereby waive all rights and benefits conferred pursuant to California Civil Code Section 1542, which states:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

#### ARTICLE 4. REPRESENTATIONS AND WARRANTIES

4.1. Capacity to Contract. Each Party represents that it has the power, authority and legal capacity to make, execute, enter into and deliver this Agreement and to perform its obligations under this Agreement, and that neither this Agreement nor the performance by such Party of any obligation required under this Agreement will violate any articles, by-laws, operating agreement or partnership agreement of such Party, or any other contract, agreement, covenant or restriction by which such Party is bound.

4.2. No Prior Assignments. Each Party represents that it has not pledged, transferred or assigned to any third party any Claim, or any basis for any Claim, being released or compromised pursuant to this Agreement, and will indemnify all other Parties from and against any third party claim asserting such a pledge, transfer or assignment of any such right, interest, claim or cause of action.

4.3. No Undisclosed Inducements. Each Party represents that it entered into this Agreement in reliance solely upon its own independent investigation and analysis of the relevant facts and circumstances, and that no representations or warranties other than those set forth in this Agreement were made by any other Party or any employee, agent or attorney of any other Party to induce said Party to enter into this Agreement.

4.4. Representation by Legal Counsel. Each Party represents that it acted pursuant to the advice of legal counsel of its own choosing in connection with the negotiation, preparation and execution of this Agreement, or that it was advised to obtain the advice of such legal counsel, had ample opportunity to obtain the advice of such legal counsel and willfully declined to obtain the advice of such legal counsel.



4.5. **Fair Dealing.** This Agreement was fairly bargained for at arms length to resolve and settle the disputed matters. Each Party observed reasonable standards of fair dealing in the negotiation and documentation of this Agreement.

4.6. **Truth and Accuracy of Warranties and Representations.** Each warranty and representation set forth in this Agreement will be, and the Party making the same will cause same to be, true and correct from the time of execution of this Agreement until the performance by such Party each and all of its obligations under this Agreement.

4.7. **Survival.** Each statement, certification, representation, warranty, covenant, disclosure, disclaimer, waiver and agreement contained in this Agreement will survive the execution of this Agreement, the entry of any order approving this Agreement, and the payment of any consideration provided for in this Agreement.

#### ARTICLE 5.

#### GENERAL TERMS AND PROVISIONS:

5.1. **Entire Agreement.** This Agreement will constitute the sole and entire agreement between the Parties with respect to the settlement of disputes and release of Claims described in this Agreement. All prior or contemporaneous agreements and negotiations, oral or written, with respect to the subject matter of this Agreement, are hereby superseded. No employee or agent of any Party has authority to orally modify any provision of this Agreement, or to make any representation or agreement other than as set forth in this Agreement. Unless any representation or agreement is set forth in this Agreement or is set forth in a subsequent written agreement executed by all Parties, it will not be binding or otherwise affect the validity of this Agreement.

5.2. **Construction of Agreement.** The provisions of this Agreement will be liberally construed to effectuate the intent of the Parties as manifested herein. Headings to the Articles and Sections of this Agreement were inserted for convenience only and will not be given undue consideration in resolving questions of construction or interpretation. Section and Article references will refer, respectively, to the Sections and Articles of this Agreement unless otherwise stated in such reference. For purposes of determining the meaning of, or resolving any ambiguity with respect to, any part of this Agreement, each Party will be deemed to have had equal bargaining strength in the negotiation of this Agreement and equal control over the preparation of this Agreement, such that any laws or legal principals that uncertainties or ambiguities be construed or resolved against the Party who drafted the Agreement will have no application with respect to this Agreement.

5.3. **Amendment of Agreement.** No modification of, deletion from, or addition to this Agreement will be effective unless made in writing and executed by each Party.

- 5.4. **Further Assurances.** Each Party will promptly execute all documents and perform all other acts, including the payment of money, that may be required of such Party to accomplish the intentions of the Parties under this Agreement.
- 5.5. **Gender and Quantitative Use.** Wherever the context of this Agreement may so require, the gender used will include the masculine, feminine and neuter, and the quantitative use of any word or phrase will include the singular and plural.
- 5.6. **Enforcement of Agreement.** Each Party will have the right to enforce by proceedings at law or in equity all of the provisions of this Agreement, including the right to prosecute proceedings at law or in equity against any person who have violated or is attempting to violate any of such provisions, to enjoin any such person from doing so, to cause such violation to be remedied, and/or to recover damages for such violation.
- 5.7. **Waiver.** The failure by any Party to enforce any provision of this Agreement will not constitute a waiver of the right to enforce the same provision, or any other provision, thereafter. No waiver by any Party of any provision of this Agreement will constitute a waiver of any other provision of this Agreement, whether or not similar, nor will any waiver constitute a continuing waiver unless otherwise provided in writing.
- 5.8. **Severability.** In the event that any term or provision of this Agreement is held by any court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, then the remaining portions of this Agreement will nonetheless remain in full force and effect, unless such portion of the Agreement is so material that its deletion would violate the obvious purpose and intent of the Parties.
- 5.9. **Litigation Costs and Attorneys' Fees.** If any Party commences legal proceedings to enforce the provisions of this Agreement or to declare any rights or obligations under this Agreement, or to enforce the provisions of any stipulated judgment made pursuant to this Agreement, then the prevailing litigant will recover from the losing litigant its costs of suit, including attorneys' fees, as determined by the court.
- 5.10. **Governing Law.** This Agreement is made under and will be construed in accordance with and governed by the laws of the State of California, without giving effect to the principles of conflicts of law.
- 5.11. **Jurisdiction and Venue.** The Parties hereby acknowledge and consent to the exclusive jurisdiction of the Court and to venue in Santa Clara County, California, for the purpose of resolving any Claim, controversy or disagreement which may arise with respect to this Agreement. It will be a material breach of this Agreement to seek to resolve any such Claim, controversy or disagreement in any other court or forum.

5.12. **Notices.** Any notice to be given to any Party pursuant to this Agreement will be delivered to such Party at the address set forth below, until Notice of a different address is given by such Party pursuant to this Section. Notices must be in writing. Any Notice given by personal service will be deemed received upon delivery. Any Notice given by first class mail, postage prepaid, addressed pursuant to this Section, will be deemed received three (3) Business Days following the deposit thereof with the United States Post Office. Any Notice given by commercial courier service will be deemed received on the date of delivery confirmed by the courier. Any Notice given by electronic transmission will be deemed received on the date upon which the transmission was sent.

Bienert, Miller and Katzman  
Attention: Steven J. Katzman and Ariana Hawbecker  
115 Avenida Miramar  
San Clemente, California 92672  
Telephone: (949) 369-3700  
Email: [SKatzman@BMKAttorneys.com](mailto:SKatzman@BMKAttorneys.com)  
[AHawbecker@BMKAttorneys.com](mailto:AHawbecker@BMKAttorneys.com)

Robert M. Brown  
COUNSELOR - ATTORNEY AT LAW  
MEDIATION SERVICES  
(510) 232-1565  
(510) 232-1616 fax  
Email: [bbrownlaw@msn.com](mailto:bbrownlaw@msn.com)

1.13. **Inurement.** This Agreement will inure to the benefit of and be binding upon the Parties and their respective heirs, executors, successors, assigns and grantees.

THE UNDERSIGNED, intending to be legally and fully bound by this Agreement, made, executed, entered into and delivered this Agreement as of the Effective Date.

  
Samantha Curran

  
Jeffrey Curran

**EXHIBIT**

**“B”**

COPY  
FOR COURT USE ONLY

**FILED**

MAY 11 2010

DAVID H. YAMASAKI  
Chief Executive Officer/Clerk  
Superior Court of California County of Santa Clara  
DEPUTY

J. Paura

COPY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address):  
**Steven J. Katzman (SBN 132755)**  
**BIENERT MILLER & KATZMAN, PLC**  
 [REDACTED]  
 TELEPHONE NO.: (949) 369-3700 FAX NO. (Optional):  
 E-MAIL ADDRESS (Optional):  
 ATTORNEY FOR (Name): **Plaintiff, Samantha J. Curran**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara**  
 STREET ADDRESS: **191 N. First Street**  
 MAILING ADDRESS:  
 CITY AND ZIP CODE: [REDACTED]  
 BRANCH NAME: **Downtown**

PLAINTIFF: **SAMANTHA J. CURRAN**

DEFENDANT: **JEFFREY A. CURRAN**

CASE NUMBER:  
**1-08-CV-122250**

**JUDGMENT**

By Clerk     By Default     After Court Trial  
 By Court     On Stipulation     Defendant Did Not Appear at Trial

**JUDGMENT**

1.  **BY DEFAULT**
  - a. Defendant was properly served with a copy of the summons and complaint.
  - b. Defendant failed to answer the complaint or appear and defend the action within the time allowed by law.
  - c. Defendant's default was entered by the clerk upon plaintiff's application.
  - d.  **Clerk's Judgment** (Code Civ. Proc., § 585(a)). Defendant was sued only on a contract or judgment of a court of this state for the recovery of money.
  - e.  **Court Judgment** (Code Civ. Proc., § 585(b)). The court considered
    - (1)  plaintiff's testimony and other evidence.
    - (2)  plaintiff's written declaration (Code Civ. Proc., § 585(d)).
2.  **ON STIPULATION**
  - a. Plaintiff and defendant agreed (stipulated) that a judgment be entered in this case. The court approved the stipulated judgment and
  - b.  the signed written stipulation was filed in the case.
  - c.  the stipulation was stated in open court     the stipulation was stated on the record.
3.  **AFTER COURT TRIAL.** The jury was waived. The court considered the evidence.
  - a. The case was tried on (date and time):  
before (name of judicial officer):
  - b. Appearances by:
 

<input type="checkbox"/> Plaintiff (name each):	<input type="checkbox"/> Plaintiff's attorney (name each):
(1)	(1)
(2)	(2)
<input type="checkbox"/> Continued on Attachment 3b.	
<input type="checkbox"/> Defendant (name each):	<input type="checkbox"/> Defendant's attorney (name each):
(1)	(1)
(2)	(2)
<input type="checkbox"/> Continued on Attachment 3b.	
  - c.  Defendant did not appear at trial. Defendant was properly served with notice of trial.
  - d.  A statement of decision (Code Civ. Proc., § 632)  was not  was requested.

PLAINTIFF: SAMANTHA J. CURRAN	CASE NUMBER: 1-08-CV-122250
DEFENDANT: JEFFREY A. CURRAN	

JUDGMENT IS ENTERED AS FOLLOWS BY:  THE COURT  THE CLERK

4.  **Stipulated Judgment.** Judgment is entered according to the stipulation of the parties.

5. **Parties.** Judgment is

a.  for plaintiff (*name each*):

Samanta Curran

and against defendant (*names*):

c.  for cross-complainant (*name each*):

and against cross-defendant (*name each*):

Continued on Attachment 5a.

Continued on Attachment 5c.

b.  for defendant (*name each*):

d.  for cross-defendant (*name each*):

6. **Amount.**

a.  Defendant named in item 5a above must pay plaintiff on the complaint:

c.  Cross-defendant named in item 5c above must pay cross-complainant on the cross-complaint:

(1)	<input checked="" type="checkbox"/>	Damages	\$ 200,000.00
(2)	<input type="checkbox"/>	Prejudgment interest at the annual rate of _____ %	\$
(3)	<input type="checkbox"/>	Attorney fees	\$
(4)	<input type="checkbox"/>	Costs	\$
(5)	<input type="checkbox"/>	Other ( <i>specify</i> ):	\$
(6)		<b>TOTAL</b>	<b>\$ 200,000.00</b>

(1)	<input type="checkbox"/>	Damages	\$
(2)	<input type="checkbox"/>	Prejudgment interest at the annual rate of _____ %	\$
(3)	<input type="checkbox"/>	Attorney fees	\$
(4)	<input type="checkbox"/>	Costs	\$
(5)	<input type="checkbox"/>	Other ( <i>specify</i> ):	\$
(6)		<b>TOTAL</b>	<b>\$</b>

b.  Plaintiff to receive nothing from defendant named in item 5b.

Defendant named in item 5b to recover costs \$ \_\_\_\_\_ and attorney fees \$ \_\_\_\_\_

d.  Cross-complainant to receive nothing from cross-defendant named in item 5d.

Cross-defendant named in item 5d to recover costs \$ \_\_\_\_\_ and attorney fees \$ \_\_\_\_\_

7.  Other (*specify*):

Date: May 11, 2010



*Carol Overton*

**Carol Overton**

JUDICIAL OFFICER

Date:

Clerk, by \_\_\_\_\_, Deputy

(SEAL)

**CLERK'S CERTIFICATE (Optional)**

I certify that this is a true copy of the original judgment on file in the court.

Date:

Clerk, by \_\_\_\_\_, Deputy