

FILED
LOS ANGELES SUPERIOR COURT

MAR 05 2009

JOHN A. CLARKE, CLERK
BY BENJAMIN JEW, DEPUTY

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MICHELLE SEANEZ, SBN 241945
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5 Attorneys for Plaintiff, Debbie Nickerson

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

10 DEBBIE NICKERSON, an individual;) Case No.: BC398319
11)
12 Plaintiff,) **STIPULATION FOR (1) SETTLEMENT**
13 vs.) **AND (2) DEFERRED ENTRY OF**
14) **JUDGMENT**
15)
16 AUCATION DEPOT L.A., LLC, a California) Assigned to the Hon. John P. Shook
17 Limited Liability Company; ADAM WARD,) Dept. 53
18 an individual; GLOBAL ANTIQUES, a)
19 business entity form unknown; GREG JONES,) Complaint Filed: September 17, 2008
20 an individual; and DOES 1 through 10,)
21 inclusive)
22 Defendants.)

23
24 IT IS HEREBY STIPULATED AND AGREED by, and between Plaintiff DEBBIE
25 NICKERSON (hereinafter "Nickerson" or "Plaintiff") and ADAM WARD (hereinafter "Ward"),
26 AUCATION DEPOT L.A., LLC (hereinafter "ADLA"), GREG JONES (hereinafter "Jones"), and
27 GLOBAL ANTIQUES (hereinafter "GA") (collectively referred hereinafter as "Defendants") as
28 follows:

1. On or about September 17, 2008, Nickerson filed a lawsuit against Defendants
Angeles Superior Court Case No. BC398319) (hereinafter "Matter") in which Nickerson alleged
within the matter that Defendants for fraud, negligent misrepresentation, rescission of contract, and

STIPULATION FOR (1) SETTLEMENT AND (2) DEFERRED ENTRY OF JUDGMENT

RECEIVED: 20
CASH
CHECKS
CARD
DATE PAID: 03/05/09
PAYMENT: \$20.00
RECEIPT #: 0310
CITY/CASE: BC398319 LEA/DEF#:
03:02:11 PM

1 unfair business practices [Bus. & Prof. Code §17200].

2 2. Defendants Ward and Jones have filed Answers in this Matter; ADLA and GA have not
3 filed any responsive pleadings and their defaults have been entered.

4 3. The Parties now wish to settle the dispute without further litigation and have agreed to
5 the terms of settlement herein below.

6 4. Defendants shall pay to Plaintiff the total sum of Eighteen Thousand Dollars
7 (\$18,000.00) (hereinafter "Settlement Amount") to be paid as follows: one lump sum payment of Ten
8 Thousand Dollars (\$10,000.00) to be delivered upon execution of this Stipulation by Defendants
9 (hereinafter "Initial Payment"). The remaining balance shall be paid in twenty three (23) equal
10 monthly payments of Three Hundred Twenty Five Dollars (\$325.00) and one (1) final payment of Five
11 Hundred Twenty Five Dollars (\$525.00); each monthly payment shall be due on or before the fifteenth
12 (15th) day of the month, commencing one (1) month immediately after the payment of the Initial
13 Payment. All payments shall be made by cashier's check or money order made payable to
14 BEITCHMAN & ZEKIAN, PC CLIENT TRUST ACCOUNT.

15 5. In the event that any monthly installment payment required to be made hereunder is not
16 made on or before the due date, Defendants shall be deemed to be in default of this Agreement and
17 Judgment may be entered in favor of Plaintiff against Defendants in the amount of the Settlement
18 Amount, less credit for any and all payments to Nickerson including the initial payment, plus interest
19 thereon at the legal rate of 10% per annum from the filing of the Matter ("Stipulated Judgment
20 Amount").

21 6. Plaintiff shall promptly file in the Superior Court of California, County of Los Angeles,
22 Central District a Request for Dismissal with prejudice as to Defendants no more than five (5) days
23 upon receipt of the Initial Payment. The parties agree that the dismissal will not prejudice or affect
24 Plaintiff's rights under this Stipulation in the event of default by defendants.

25 7. The Court shall retain jurisdiction over the Action and the Parties pursuant to California
26 Code of Civil Procedure §664.6 in order to enforce the terms and conditions of this Stipulation.

27 8. The Parties further stipulate, agree, and jointly request that the Court, pursuant to the
28 order signed approving this Stipulation, suspend all further hearings, status conferences, or calendar

1 reviews, until thirty (30) days from the final payment of the Settlement Amount, or if the Court does
2 not permit such an order, then and only in such event, shall the action be dismissed without prejudice
3 as to Defendants subject to the dismissal being set aside and the action being reinstated upon the *ex*
4 *parte* application of Plaintiff stating that a payment provided for pursuant to Paragraph 4 above was
5 not made in a timely manner.

6 9. The Parties shall execute, acknowledge and deliver to the other all documents,
7 contracts, releases, pleadings, notices or other instruments which may hereafter be necessary to enable
8 them to carry out the terms hereof or any executory provisions of this Agreement.

9 10. Upon a default by Defendants with respect to any payment due to Plaintiff hereunder,
10 Plaintiff shall apply to the Court to have the dismissals with prejudice be set aside and vacated and to
11 have judgment entered under the terms of this stipulation, concurrently with applying to the Court for
12 entry of judgment as provided by Paragraph 14 of this Stipulation.

13 11. In the event of any default or entry of judgment pursuant to this Stipulation, Defendants
14 waive any rights they may have, whether jointly or severally to request or have a trial or new trial, and
15 any right they might have to appeal from any judgment entered pursuant to this Stipulation.

16 12. In the event the Stipulated Judgment Amount is entered under the terms of this
17 Stipulation, the amount of the Stipulated Judgment Amount shall bear interest at the rate of ten percent
18 (10%) per annum from the date the Complaint was filed until the Stipulated Judgment Amount is paid
19 in full. Either party shall be entitled to recover its attorneys' fees and costs incurred in connection
20 with entering and obtaining the Judgment as provided for herein.

21 13. Neither Party hereto shall take any action to seek entry, or enforcement, of the
22 Judgment, so long as neither Party is in default and so long as each Party fully performs his/her/its
23 obligations under the terms of this Stipulation.

24 14. In the event of default by either party under the terms of this Stipulation, either party
25 shall be entitled to cause this Stipulation to be enforced, and the Judgment to be entered by this Court
26 upon *ex parte* application with at least forty-eight (48) hours notice to counsel of record (notice to
27 Plaintiff's counsel, Michelle Seañez, or Defendants in pro per), and declaration of counsel specifying
28 the alleged default of this Stipulation, without further notice or hearing. Such notice must comply

1 with all applicable procedural requirements for bringing an *ex parte* application. Said Judgment shall
2 be entered and become final for all purposes upon entry thereof and each party waives the right to
3 appeal therefrom. The parties agree that the Judgment shall be in the form of the [Proposed]
4 Judgment, which is attached hereto as Exhibit "A" and which is hereby approved as to form. The
5 parties agree that the Judgment will not be entered by the Court unless a default by Defendants occurs.

6 15. This Stipulation may be executed in one or more counterparts and by facsimile, each of
7 which shall be deemed an original, and all of which together shall constitute one single original
8 Stipulation.

9 16. The Parties request and agree that the Court in the above-captioned action shall retain
10 jurisdiction of this matter for the purposes of enforcing the full performance of the terms of the
11 settlement between the Parties herein and, if necessary, entering the Judgment in the event of a default
12 by either Party pursuant to the terms hereof.

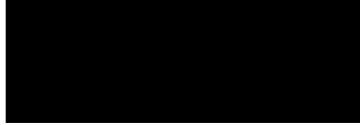
13 17. Findings of fact and conclusions of law shall be, and the same hereby are, waived. The
14 Parties agree that this Stipulation is to have the force and effect of findings of fact and conclusions of
15 law as though embodied in formal findings of fact and conclusions of law.

16 18. Except for the obligations created hereby, Nickerson hereby releases, relinquishes,
17 waives, withdraws, terminates and discharges Adam Ward, Auction Depot L.A., LLC, Greg Jones, and
18 Global Antiques, jointly and severally, in law and in equity, from or on any and all suits, debts, liens,
19 contracts, agreements, promises, liabilities, claims, causes of action, acts, rights of action, demands,
20 damages, accountings, complaints, regulatory, criminal and administrative proceedings, reckonings,
21 obligations, losses, costs or expenses (including attorney fees), of any nature whatsoever, known and
22 unknown, fixed or contingent, of every nature and kind whatsoever which the Releasors ever had, now
23 have, or may in the future have against Releasees based upon, arising out of or in connection with the
24 Complaint.

25 19. It is the intention of all the Parties that this Stipulation shall be effective as a full and
26 final accord and satisfactory release of each and every matter specifically or generally referred to. In
27 furtherance of this intention, the Parties acknowledge that each is familiar with Section 1542 of the
28 Civil Code of the State of California (hereinafter "Section 1542"), which provides as follows:

1 If to Adam Ward or Auction Depot LA, LLC:

2 Adam Ward



5 If to Greg Jones or Global Antiques:

6 Greg Jones



10 22. This Stipulation may be executed in counterparts, all of which taken together shall
11 constitute one agreement binding on the Parties hereto.

12 23. No delay or omission on the part of any Party in exercising any rights hereunder shall
13 operate as a waiver of such right in the future or of any other right. A waiver by any Party of a
14 provision hereof shall not prejudice or constitute a wavier of its right to otherwise demand strict
15 compliance with that provision or any other provision of this Stipulation.

16 24. Each Party and/or its representative has participated, cooperated or contributed to the
17 drafting and preparation of this Agreement, or has had the opportunity to do so. In any construction to
18 be made of this Agreement, or of any documents referred to herein, the same shall not be construed
19 strictly for or against any particular party in general, but rather shall be construed fairly and as a
20 whole, according to its plain meaning.

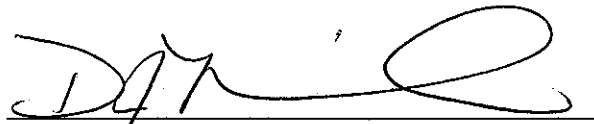
21 25. The above-entitled Court may make and enter the Judgment prepared in accordance
22 with the foregoing Stipulation which is hereby approved as to form and content by all parties.

23 26. This Agreement constitutes the entire agreement among the Parties with respect to the
24 subject matter hereof and supersede all other prior agreements and understandings, both written and
25 oral, among the Parties or any of them with respect to the subject matter hereof which is hereby
26 terminated. This Agreement may not be amended orally, nor shall any purported oral amendment
27 (even if accompanied by partial or complete performance in accordance therewith) be of any legal
28 force or effect or constitute an amendment of this Agreement, but rather this Agreement may be

1 amended only by an agreement in writing signed by all parties hereto.

2
3 THE UNDERSIGNED HAVE READ THE FOREGOING STIPULATION FOR ENTRY OF
4 JUDGMENT IN ITS ENTIRETY AND FULLY UNDERSTAND AND AGREE TO THE TERMS
5 AND CONDITIONS THEREOF.

6
7 DATED: 2-17-09


8 _____
9 Debbie Mickerson, Plaintiff

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11 DATED: _____

12 _____
13 Adam Ward, Defendant

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15 DATED: _____

16 _____
17 Greg Jones, Defendant

18 DATED: _____

19 _____
20 Adam Ward
21 On behalf of Auction Depot L.A., LLC, Defendant

22 DATED: _____

23 _____
24 Greg Jones
25 On behalf of Global Antiques, Defendant

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1 amended only by an agreement in writing signed by all parties hereto.

2

3 THE UNDERSIGNED HAVE READ THE FOREGOING STIPULATION FOR ENTRY OF
4 JUDGMENT IN ITS ENTIRETY AND FULLY UNDERSTAND AND AGREE TO THE TERMS
5 AND CONDITIONS THEREOF.

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7 DATED: _____

8 Debbie Nickerson, Plaintiff

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11 DATED: 2/17/09

12 Adam Ward
Adam Ward, Defendant

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15 DATED: _____

16 Greg Jones, Defendant

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19 DATED: 2/17/09

20 Adam Ward
On behalf of Auction Depot L.A., LLC, Defendant

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24 DATED: _____

25 Greg Jones
On behalf of Global Antiques, Defendant

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1 amended only by an agreement in writing signed by all parties hereto.

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THE UNDERSIGNED HAVE READ THE FOREGOING STIPULATION FOR ENTRY OF JUDGMENT IN ITS ENTIRETY AND FULLY UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS THEREOF.

DATED: _____

Debbie Nickerson, Plaintiff

DATED: _____

Adam Ward, Defendant

DATED: 2/16/09


Greg Jones, Defendant

DATED: _____

Adam Ward
On behalf of Auction Depot L.A., LLC, Defendant

DATED: 2/16/09


Greg Jones
On behalf of Global Antiques, Defendant

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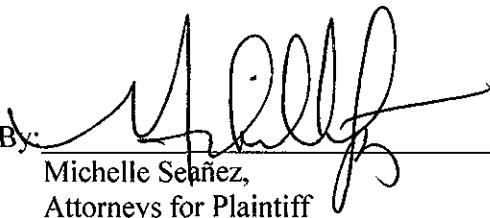
AMERICAN
LAW CENTER

1 APPROVED AS TO FORM:

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Dated: 08/26/09

BEITCHMAN & ZEKIAN, P.C.

By: 
Michelle Seañez,
Attorneys for Plaintiff

Dated: _____

By: _____
Adam Ward,
Defendant in pro per and
on behalf of Auction Depot LA, LLC

Dated: _____

By: _____
Greg Jones,
Defendant in pro per and
on behalf of Global Antiques

IT IS SO ORDERED.

Dated: _____

Hon. John P. Shook
Judge of the Superior Court

1 APPROVED AS TO FORM:

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4 Dated: _____

BEITCHMAN & ZEKIAN, P.C.

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By: _____

Michelle Seañez,
Attorneys for Plaintiff

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10 Dated: 2/17/09

Handwritten date: 2/17/09

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By: *Adam Ward*

Adam Ward,
Defendant in pro per and
on behalf of Auction Depot LA, LLC

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Dated: _____

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By: _____

Greg Jones,
Defendant in pro per and
on behalf of Global Antiques

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IT IS SO ORDERED.

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Dated: _____

Hon. John P. Shook

Judge of the Superior Court

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APR 14 2009

1 APPROVED AS TO FORM:

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4 Dated: _____

BEITCHMAN & ZEKIAN, P.C.

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By: _____

Michelle Scafez,
Attorneys for Plaintiff

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By: _____

Adam Ward,
Defendant in pro per and
on behalf of Auction Depot LA, LLC

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16 Dated: 2/17/09

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By:  _____

Greg Jones,
Defendant in pro per and
on behalf of Global Antiques

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IT IS SO ORDERED.

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25 Dated: March 5, 2009


Hon. John P. Shook
Judge of the Superior Court

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APR 21 2009

1 DAVID P, BEITCHMAN, SBN 198953
MICHELLE SEANEZ, SBN 241945
2 **BEITCHMAN & ZEKIAN, P.C.**
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4 FACSIMILE: (213) 488-1176

5 Attorneys for Plaintiff, Debbie Nickerson

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

10
11 DEBBIE NICKERSON, an individual;) Case No.: BC398319
12)
12 Plaintiff,) **JUDGMENT**
13)
13 vs.) Assigned to the Hon. John P. Shook
14) Dept. 53
14 AUCTION DEPOT L.A., LLC, a California)
15 Limited Liability Company; ADAM WARD,) Complaint Filed: September 17, 2008
15 an individual; GLOBAL ANTIQUES, a)
16 business entity form unknown; GREG JONES,)
16 an individual; and DOES 1 through 10,)
17 inclusive)
18)
18 Defendants.)
19)

20
21 IN THE ABOVE ENTITLED CASE, Plaintiff Debbie Nickerson (hereinafter "Nickerson" or
22 "Plaintiff") and Defendants Auction Depot LA, LLC, Adam Ward, Greg Jones, and Global Antiques,
23 having stipulated for the entry of judgment in the event of Defendant's or Defendants' default as
24 provided in the Stipulation for Settlement and Deferred Entry of Judgment herein, it is ORDERED
25 AND DECREED:

26
27 1. Judgment is entered in favor of Plaintiff Nickerson and against Greg Jones, Global
28 Antiques, Adam Ward, and Auction Depot LA, LLC in the amount of \$18,000.00 less amounts paid to

1 Plaintiff by Defendants, whether jointly or separately, plus interest on the principle at the legal rate of
2 10% per annum thereon, pursuant to the Stipulation for Settlement and Deferred Entry of Judgment.

3

4 THE FOREGOING IS SO ORDERED.

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6 Dated: _____

Hon. John P. Shook
Judge of the Superior Court

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