

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

CARRIE MCCLUSKEY, *et al.*,

Plaintiffs,

v.

BELFORD HIGH SCHOOL, *et al.*,

Defendants.

Case No. 4:09-cv-14345-MAG-MKM

Hon. Mark A. Goldsmith

The Googasian Firm P.C.
Thomas H. Howlett (P57346)
Dean M. Googasian (P53995)
6895 Telegraph Road
Bloomfield Hills, MI 48301-3138
(248) 540-3333

Miller, Canfield, Paddock and Stone
Todd A. Holleman (P57699)
Robert E. Murkowski (P73381)
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
(313) 963-6420

Attorneys for Plaintiffs

Attorneys for Garnishee Defendants

STIPULATION OF SETTLEMENT

Plaintiffs and Garnishee Defendants Pitko, Inc., Tullow, Inc., Tinko, Inc., Mivvel, Inc., Lateral Designs, Inc., IT Device Pro, Inc., and Payment Profs, Inc. (“Garnishee Defendants”), by and through their attorneys, have entered into the following Stipulation of Settlement (“Settlement”):

RECITALS

WHEREAS:

A. Plaintiffs obtained a default judgment in the underlying case against the named primary defendants, which do not include the Garnishee Defendants;

B. Plaintiffs served writs of garnishments on the Garnishee Defendants in an attempt to enforce the default judgment against the named Primary Defendants;

C. The Clerk of the Court entered defaults against certain of the Garnishee Defendants, specifically Tullow, Inc., Mivvel, Inc. and Tinko, Inc., when timely responses to the writs of garnishment were not received. Garnishee Defendants contend that the lack of timely responses was due to the office to which they had been sent being seized and made inaccessible to representatives of the Garnishee Defendants by Pakistani authorities;

D. Plaintiffs then served writs of garnishments on the banks of Tullow, Inc., Mivvel, Inc. and Tinko, Inc. seeking to garnish funds of the Primary Defendants Plaintiffs believed were in the possession of Tullow, Inc., Mivvel, Inc. and Tinko, Inc.;

E. In response to the writs of garnishment served on the banks of Tullow, Inc., Mivvel, Inc. and Tinko, Inc., Plaintiffs received \$15,316.15 from the Bank of America account of Tinko, Inc., and Citibank disclosed that it was holding funds in the bank accounts of Tullow, Inc., Mivvel, Inc. and Tinko, Inc.;

F. Upon receiving notice from their banks of the action being taken by Plaintiffs against their bank accounts Tullow, Inc., Mivvel, Inc. and Tinko, Inc., through counsel, objected to the Citibank writ of garnishment;

G. Tinko, Inc., Tullow, Inc. and Mivvel, Inc. also sought to set aside the defaults that had been entered against them, filed disclosures along with the other Garnishee Defendants in response to the writs of garnishment served on them and sought a protective order to limit or avoid certain discovery sought by plaintiffs;

H. The Court held a hearing on February 25, 2016 at which it time it requested additional submissions by the parties and continued the hearing to March 21, 2016;

I. Plaintiffs filed responses to Garnishee Defendants' motions, and Garnishee Defendants filed replies;

J. Plaintiffs also filed motions for post-judgment and injunctive relief seeking to "freeze" assets of the Garnishee Defendants and conduct discovery.

SETTLEMENT TERMS AND CONDITIONS

Now, therefore, it is hereby stipulated and agreed by and among the parties hereto that certain matters set forth here shall be finally and fully compromised, settled, and dismissed with prejudice, subject to the terms and conditions set forth below:

SETTLEMENT NOT AN ADMISSION

1. The provisions contained in this Settlement and all negotiations, statements and proceedings in connection therewith are not, shall not be argued to be, and shall not be deemed, a presumption, a concession or an admission by

Plaintiffs, the Garnishee Defendants or anyone acting on their behalf of any fault, liability or wrongdoing as to any fact or claim alleged or asserted against them in the writs of garnishments or requests for defaults submitted in this case or any other actions or proceedings and shall not be interpreted, construed, deemed, invoked, offered or received in evidence or otherwise used by any person in these or any other actions or proceedings, whether civil, criminal or administrative, except in a proceeding to enforce the terms or conditions of this Settlement.

RELEASE OF CLAIMS

2. Provisionally upon signature by the parties' counsel to this Stipulation of Settlement and payment of the Settlement Payment, and upon Final Approval of this Settlement, all of the Settled Claims by Releasing Persons against Released Persons are completely, fully, finally and forever compromised, settled, released, discharged, extinguished and dismissed with prejudice, upon and subject to the terms and conditions set forth herein. For purposes of this Settlement, "Action", "Final Approval," "Released Persons," "Releasing Persons," "Settled Claims", and "Settlement Payment" mean the following:

a. "Action" means *McCluskey et al. v. Belford High School, et al.*, United States District Court for the Eastern District of Michigan Case No. 09-cv-14345, and the litigation initiated by Plaintiffs, within the context of this case, against the Garnishee Defendants by way of the writs of garnishment served on the

Garnishee Defendants, the defaults obtained by plaintiffs as to the Garnishee Defendants and the writs of garnishment served on the banks of Garnishee Defendants.

b. “Final Approval” means the entry by the Court of an Order approving this Settlement (substantially in the form attached hereto as Exhibit D) and the latest of: (i) the expiration of the time for the filing or noticing of an appeal, writ petition, or motion for reargument or rehearing from the Order without such appeal or motion having been made; (ii) the date of final affirmance of the Order on any appeal or reargument or rehearing; or (iii) the final dismissal of any appeal or writ proceeding relating to the Order.

c. “Released Persons” means each and all of the Garnishee Defendants.

d. “Releasing Persons” means each and every plaintiff and the class of plaintiffs and each plaintiff’s heirs, estates, and assigns.

e. “Settled Claims” means all claims, debts, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, judgments, suits, fees, expenses, costs, matters and issues of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, at any point from the beginning of time through the date of this Settlement, that have been, could have been, or in the

future can or might be asserted by any of the Releasing Persons against the Released Persons in the Action, or in any other court, tribunal or proceeding whether legal, equitable or any other type, which have arisen, arise now or hereafter arise out of, the allegations, facts, events, practices, conduct, transactions, matters, acts, occurrences, statements, representations, misrepresentations or omissions at issue in, or any fees, expenses or costs incurred in prosecuting, defending or settling, the matters raised in the Action, or any other matter, thing or cause whatsoever, or any series thereof, embraced, involved or set forth in the Action, or the subject matter of the Action, *provided, however*, that the Settled Claims shall not include the right to enforce the terms of this Settlement. The Settled Claims also specifically include any veil piercing claim, however or whenever stated, that seeks or would seek to hold any officer or director for the Garnishee Defendants individually liable for any debts, claims, judgments or liabilities of any of the Garnishee Defendants, only. The Settled Claims expressly do not include any claim, however or wherever stated, that seeks to or would seek to hold any officer or director for the Garnishee Defendants individually liable for other debts, claims, judgments or liabilities.

f. “Settlement Payment” means the \$15,316.15 counsel for the class of plaintiffs is currently holding as garnishment proceeds from Tinko, Inc.’s Bank of America Account and \$234,683.85 to be distributed to counsel for the

class of plaintiffs from the Citibank accounts of Garnishee Defendants that are currently being held by Citibank pursuant to the writs of garnishment served on it. The total "Settlement Payment" is and will be \$250,000(US).

g. Upon Final Approval of this Settlement and provisionally upon the parties' counsel signing this Stipulation of Settlement and payment of the Settlement Payment, all claims that have been or could have been asserted by any Garnishee Defendant or any other Released Person against any or all of the plaintiffs, the class of plaintiffs or their counsel, which arise out of or in any way relate to the institution, prosecution or settlement of the Action are completely, fully, finally and forever compromised, settled, released, discharged, extinguished and dismissed with prejudice, upon and subject to the terms and conditions set forth herein.

h. Except as set forth in Paragraph i, the releases contemplated by this Settlement extend to claims that the Releasing Persons and the persons specified in section g, above, do not know or suspect to exist at the time of the release, which if known by them might have affected their decisions to enter into this release, or might have affected any person's decision not to object to this Settlement. Although the parties do not in any way concede that any law other than the law of the State of Michigan governs this Settlement, the Releasing Persons and the persons specified in section g above will be deemed upon Final

Approval by operation of the Order to have waived and relinquished the provisions, rights and benefits of § 1542 of the California Civil Code, which provides:

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.

In addition, the Releasing Persons and the persons specified in section g, above, will be deemed, upon Final Approval by operation of the Order, to have waived and relinquished any and all provisions, rights and benefits of any law of any state or territory of the United States, federal law, foreign law or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The foregoing waiver and release was separately bargained for and is a key element of the Settlement.

i. Plaintiffs and Plaintiffs' counsel have entered into this settlement in reliance upon the sworn declarations attached at Ex. A, that the Released Persons have no funds in bank accounts other than those currently being held by Citibank.

3. Upon the signing by the parties' counsel of this Stipulation of Settlement:

a) the parties will agree to and submit for entry by the Court an order in the form attached at Exhibit B releasing the writs of garnishment served

on any and all bank accounts of Garnishee Defendants and directing that Citibank disburse \$234,683.85 from those accounts to counsel for plaintiffs with the remaining amounts held in those accounts to be made immediately available to the Garnishee Defendants without any further restraint or limitation. Upon entry by the Court, the order is to be immediately transmitted to Citibank for compliance by Citibank with the terms of the order;

b) to the extent not already done, the parties will dismiss, withdraw or release as applicable all pending motions, writs of garnishment, and objections, arising directly from or related directly to the Action. The parties will submit the stipulated order in the form attached at Exhibit C to set aside defaults entered on garnishments to Garnishee Defendants. Plaintiffs will withdraw the subpoenas or deposition notices issued to Garnishee Defendants seeking documents or testimony from Garnishee Defendants.

c) Garnishee Defendants and all Released Persons disclaim, withdraw, dismiss, waive and abandon any claim, right, title or interest in the \$15,316.15 obtained by plaintiffs from the Bank of America account of Tinko, Inc.

DENIAL OF LIABILITY

4. Each Released Person specifically disclaims any liability whatsoever relating to any of the Settled Claims; expressly denies having engaged in, or threatened to engage in, any breach of duty, violations of law or wrongful or illegal

activity, or having failed to act in any matter required by law or rule, or having violated, or threatened to violate, any law or regulation or duty; expressly denies that any person or entity has suffered any harm or damages as a result of such Released Person's involvement with the Settled Claims (or the events at issue therein), and such Released Person is making this Settlement (without conceding any infirmity in such Released Person's defenses against the Settled Claims) solely to avoid the uncertainty, harm, distraction, burden, delay and expense occasioned by litigation. The Court has made no finding that any Released Person has engaged in any wrongdoing or wrongful conduct or otherwise acted improperly or in violation of any law or regulation or duty in any respect.

SUBMISSION AND APPLICATION TO THE COURT

5. As soon as practicable, the parties hereto shall jointly apply to the Court for an Order substantially, which shall provide that:
 - a. A settlement hearing will be held after distribution to the plaintiff class members of a Notice of Proposed Settlement of Garnishment Claims, Settlement Hearing and Right to Appear (the "Notice") to determine whether the Court should: (i) approve the Settlement as fair, reasonable, adequate and in the best interests of the class; (ii) enter an order dismissing the Garnishee Defendants with prejudice, and releasing and barring prosecution of any and all Settled Claims; and (iii) hear such other matters as the Court may deem necessary and appropriate; and

b. The Class shall be responsible for the reproduction and distribution of the Notice. All of the expenses related to the distribution of the Notice shall be paid by the Class, whether or not the Settlement is approved.

ORDER AND FINAL JUDGMENT

6. If the Settlement is approved by the Court, the parties to the Settlement shall promptly request that the Court enter an Order substantially in the form attached hereto as Exhibit D, by Plaintiffs submitting the same via electronic filing to the Court for immediate entry, which among other things:

a. Approves the Settlement, adjudges the terms thereof to be fair, reasonable, adequate and in the best interests of the Class, and directs consummation of the Settlement in accordance with the terms and conditions of the Settlement;

b. Determines that the requirements of the Constitution of the United States, any other applicable law, and due process have been satisfied in connection with the Notice to the Class;

c. Dismisses the writs of garnishment and sets aside the defaults with prejudice, extinguishing, discharging and releasing any and all Settled Claims, and permanently barring each plaintiff and the class of plaintiffs and anyone claiming through or for the benefit of any of them, from asserting, commencing, prosecuting, assisting, instigating or in any way participating in the commencement,

maintenance, or prosecution of any action or other proceeding, in any forum, asserting any Settled Claims; and

d. Extinguishes, discharges and releases any and all claims that have been or could have been asserted by any Garnishee Defendant or any other Released Person against any plaintiff or the class of plaintiffs or their counsel which arise out of or in any way relate to the institution, prosecution or settlement of the Action.

RIGHT TO WITHDRAW FROM THE SETTLEMENT

7. Each party and all parties shall have the separate option to withdraw from the Settlement in the event that either (i) the Order referred to above and attached at Exhibit D is not entered substantially in the form specified herein, or as modified by order of the Court with the consent of the Lead Plaintiff and the Garnishee Defendants, (ii) the Settlement does not receive Final Approval by the Court, or (iii) the Court approves the Settlement but such approval is reversed or vacated or substantially modified on appeal, reconsideration or otherwise.

8. In the event that the Settlement proposed herein does not receive Final Approval by the Court, or the Court approves the Settlement but such approval is reversed or vacated on appeal, reconsideration or otherwise, and such order reversing or vacating the Settlement becomes final by lapse of time or otherwise, or if any of the conditions to such Settlement are not fulfilled, then the Settlement

proposed herein shall be of no further force or effect, and this Settlement and all negotiations, proceedings and statements relating thereto and any amendment thereof shall be null and void and without prejudice to any party hereto, and each party shall be restored to his, her or its respective position as it existed prior to the execution of this Settlement.

**POTENTIAL SETTLEMENT OF CLAIMS RELATING TO
ALMEDA EDUCATIONAL SERVICES, GLOBAL ACADEMIC
SOLUTIONS OR PARAMOUNT CALIFORNIA UNIVERSITY**

9. The parties to this settlement further agree that if, within 30 days of the signing of this Stipulation of Settlement, declarations are provided by Alameda Educational Services, Global Academic Solutions and/or Paramount California University confirming that from March 26, 2016 to the date of the declaration the respective entity had no funds in any bank account, Plaintiffs' claims against those entit(ies) will be settled upon the identical terms applicable to the settlement of Plaintiffs' claims against Garnishee Defendants, including mutual releases and submission of orders in the form of Exhibits B and D.

GENERAL PROVISIONS

10. Each of the individuals executing this Settlement on behalf of one or more of the parties hereto represents and warrants that he or she has been duly authorized and empowered to execute this Settlement on behalf of his or her respective client or clients.

11. This Settlement may be executed in any number of actual, emailed or telecopied counterparts and by each of the different parties thereto on several counterparts, each of which when so executed and delivered shall be an original. The executed signature page(s) from each actual, emailed or telecopied counterpart may be joined together and attached to such original and shall constitute one and the same instrument.

12. The waiver by any party of any breach of this Settlement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, of this Settlement.

13. In addition to the actions specifically provided for in this Settlement, the parties will use their reasonable best efforts from the date hereof to take, or cause to be taken, all actions, and to do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable laws, regulations and agreements, to consummate and make effective this Settlement. The parties and their attorneys agree to cooperate fully with one another in seeking the Court's approval of this Settlement and to use their best efforts to effect the consummation of this Settlement. Without further order of the Court, the parties may agree to reasonable extensions of time not expressly set by the Court in order to carry out any of the provisions of this Settlement.

14. Each party represents and warrants that the party, or a responsible officer or partner or other fiduciary thereof, has read this Settlement and understands the contents hereof, and believes it is a fair resolution of contested claims.

15. Each party represents and warrants that the party has made such investigation of the facts pertaining to the Settlement provided for in this Settlement, and of all of the matters pertaining thereto, as the party deems necessary and advisable.

16. This Settlement may not be amended, changed, waived, discharged or terminated (except as explicitly provided herein), in whole or in part, except by an instrument in writing signed by the party against whom or which enforcement of such amendment, change, waiver, discharge or termination is sought.

17. This Settlement will be governed by, and construed in accordance with, the laws of the State of Michigan, without regard to conflict of laws principles and without any party conceding to the personal jurisdiction in Michigan.

18. This Settlement constitutes the entire agreement among the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements, understandings or representations.

All of the exhibits hereto are incorporated herein by reference as if set forth herein verbatim, and the terms of all exhibits are expressly made part of this Settlement.

19. The terms and provisions of this Settlement are intended solely for the benefit of the parties to the Settlement and the Released Persons, and it is not the intention of the parties to confer third-party beneficiary rights or remedies upon any other person or entity.

20. This Settlement will be deemed to have been mutually prepared by the parties and will not be construed against any of them by reason of authorship.

Paragraph titles have been inserted for convenience only and will not be used in determining the terms of this Settlement.

STIPULATED AND AGREED:

The Googasian Firm, P.C.

Miller, Canfield, Paddock and Stone

By: /s/ Dean M. Googasian
Dean M. Googasian (P53995)
6895 Telegraph Road
Bloomfield Hills, MI 48301-3138
(248) 540-3333

By: /s/ Todd A. Holleman
(w/permission)
Todd A. Holleman (P57699)
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
(313) 963-6420

Attorneys for Plaintiffs

Attorneys for Garnishee Defendants

Dated: March 31, 2016

Certificate of Service

The foregoing document was electronically filed on March 31, 2016 through the CM/ECF system, which will electronically serve all counsel and parties of record.

/s/ Dean M. Googasian
Dean M. Googasian

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

CARRIE MCCLUSKEY, et al.,

Plaintiffs,

Case No. 4:09-cv-14345-MAG-MKM

Hon. Mark A. Goldsmith

v.

BELFORD HIGH SCHOOL, et al.,

Defendants.

DECLARATION OF SHOAI B SHAIKH

Shoaib Shaikh, declares as follows:

1. I am more than 18 years of age and am competent to make this declaration.
2. I make this Declaration based on personal knowledge.
3. I am a Director of Garnishee Defendants Tullow, Inc. and Tinko, Inc.
4. Tullow, Inc. and Tinko, Inc. have no funds in bank accounts other than those currently being held by Citibank.

5. I verify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: 26 March 2016

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By: Shoaib Shaikh

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

CARRIE MCCLUSKEY, et al.,

Plaintiffs,

Case No. 4:09-cv-14345-MAG-MKM

Hon. Mark A. Goldsmith

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Defendants.

DECLARATION OF VIQAS ATIQ

Viqas Atiq, declares as follows:

1. I am more than 18 years of age and am competent to make this declaration.
2. I make this Declaration based on personal knowledge.
3. I am a Director of Garnishee Defendant Mivvel, Inc. ("Mivvel").
4. I am the most knowledgeable person to testify as a corporate representative on behalf of IT Device Pro, Inc., Lateral Designs, Inc. and Payment Profs Inc.

1. Mirwel, IT Device Pro, Inc., Lateral Designs, Inc. and Payment Profs, Inc. have no funds in bank accounts other than those currently being held by Citibank.

2. I verify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

March 26, 2016



By: Viqas Atiq

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

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150 West Jefferson, Suite 2500
Detroit, Michigan 48226
(313) 963-6420

Attorneys for Garnishee Defendants

**STIPULATED ORDER DISMISSING WRITS OF GARNISHMENT AND
ORDERING DISBURSEMENT AND RELEASE OF FUNDS**

This matter having come before the Court on the stipulation of Plaintiffs and Garnishee Defendants Pitko, Inc., Tullow, Inc., Tinko, Inc., Mivvel, Inc., Lateral Designs, Inc., IT Device Pro, Inc., and Payment Profs, Inc. (“Garnishee Defendants”), and the Court being fully advised in the premises;

WHEREFORE, Plaintiffs and Garnishee Defendants have come to an agreement documented in the Stipulation of Settlement to resolve their outstanding issues;

WHEREFORE, neither this stipulated order nor the agreement between Plaintiffs and Garnishee Defendants shall be argued to be, and shall not be deemed, a presumption, a concession or an admission by the Garnishee Defendants or anyone acting on their behalf of any fault, liability or wrongdoing as to any fact or claim alleged or asserted against them in the writs of garnishments and shall not be interpreted, construed, deemed, invoked, offered or received in evidence or otherwise used by any person in these or any other actions or proceedings, whether civil, criminal or administrative, except in a proceeding to enforce the terms or conditions of the parties' agreement;

WHEREFORE, the parties have entered into their agreement and stipulated to entry of this order and the disbursement of funds called for by it solely to avoid the uncertainty, harm, distraction, burden, delay and expense occasioned by litigation. The Court has made no finding that any Garnishee Defendant has engaged in any wrongdoing or wrongful conduct or otherwise acted improperly or in violation of any law or regulation or duty in any respect; and

WHEREFORE, the parties have stipulated to entry of this order to effectuate the terms of their agreement.

IT IS HEREBY ORDERED that the writs of garnishment issued by the Court on December 21, 2015 and served by Plaintiffs as referenced by this Court in Docket Numbers 287-290 (garnishees JP Morgan Chase Bank, Citibank, Bank of

America and BMO Harris Bank respectively) for this case are dismissed and any and all funds being held by any banks or financial institutions pursuant to those writs, except as directed below, are to be released to the Garnishee Defendants without any further limitation or restraint on their use, disbursement or withdrawal by Garnishee Defendants.

IT IS FURTHER ORDERED that Citibank, in response to the writ of garnishment served on it (Citibank reference number LSI-02032016-3851567) is directed to disburse from the account for Mivvel, Inc. the amount of \$234,683.85 in the form of a check made payable to Elizabeth Lauber and her attorneys, The Googasian Firm, P.C. Subsequent to that disbursement, all other funds currently held by Citibank in that account or in any other account owned by any one of the Garnishee Defendants are to be released and made available without limitation to the account holder.

IT IS FURTHER ORDERED that Plaintiffs' Counsel shall hold the funds in trust until further order of the Court.

SO ORDERED

United States District Judge

STIPULATION

The undersigned hereby stipulate to entry of this order:

MILLER, CANFIELD, PADDOCK THE GOOGASIAN FIRM P.C.
AND STONE, PLC

By: <u>/s/Todd A. Holleman</u> (w/permission)	By: <u>/s/ Dean M. Googasian</u>
Todd A. Holleman (P57699)	Dean M. Googasian (P53995)
<i>Counsel for Garnishee Defendants</i>	<i>Counsel for Plaintiffs</i>
150 West Jefferson Avenue	6895 Telegraph Road
Suite 2500	Bloomfield Hills, MI 48301-3138
Detroit, MI 48226	(248) 540-3333
(313) 496-8423	

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

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Todd A. Holleman (P57699)
Robert E. Murkowski (P73381)
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Detroit, Michigan 48226
(313) 963-6420

Attorneys for Plaintiffs

Attorneys for Garnishee Defendants

STIPULATED ORDER SETTING ASIDE DEFAULTS

This matter having come before the Court on the stipulation of Plaintiffs and Garnishee Defendants Tullow, Inc., Tinko, Inc., Mivvel, Inc., and Pitko, Inc. (“Garnishee Defendants”); and the Court being fully advised in the premises;

IT IS HEREBY ORDERED that the December 17, 2015 defaults entered against Garnishee Defendants Mivvel, Inc. (ECF 277), Tullow, Inc. (ECF 281), Tinko, Inc. (ECF 278), and Pitko, Inc. (ECF 282) are hereby set aside pursuant to Fed. R. Civ. P. 55.

District Judge

STIPULATION

The undersigned hereby stipulate to entry of this order:

MILLER, CANFIELD, PADDOCK THE GOOGASIAN FIRM P.C.
AND STONE, PLC

By: /s/ Todd A. Holleman
(w/permission).

Todd A. Holleman (P57699)
Counsel for Garnishee Defendants
150 West Jefferson Avenue
Suite 2500
Detroit, MI 48226
(313) 496-8423

By: /s/ Dean M. Googasian

Dean M. Googasian (P53995)
Counsel for Plaintiffs
6895 Telegraph Road
Bloomfield Hills, MI 48301-3138
(248) 540-3333

UNITED STATES DISTRICT COURT
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Attorneys for Garnishee Defendants

ORDER APPROVING SETTLEMENT OF GARNISHMENT CLAIMS

Plaintiffs having filed a motion for approval of settlement of claims against Garnishee Defendants Pitko, Inc., Tullow, Inc., Tinko, Inc., Mivvel, Inc., Lateral Designs, Inc., IT Device Pro, Inc., and Payment Profs, Inc. (collectively the “Released Persons”), the Court having heard argument in support of the motion and considered any objections by class members;¹

THE COURT FINDS:

¹ Capitalized terms in this Order are defined in the Stipulation of Settlement.

- The Court approved a notice to the class describing the proposed settlement and hearing date, and sufficient to provide class members with information needed to make an informed decision relating to the proposed settlement consistent with their rights to due process.
- The Court ordered that the approved notice be communicated to the Class.
- Class Counsel provided notice to the Class as ordered.
- The Court held a fairness hearing as outlined in the class notice.
- The terms of the proposed settlement are fair, reasonable, adequate and in the best interests of the Class.

IT IS THEREFORE HEREBY ORDERED that the Settlement is approved.

IT IS FURTHER ORDERED that any and all garnishments against any Released Person and any defaults entered against any Released Person in connection with those garnishments are hereby dismissed with prejudice, extinguishing, discharging and releasing any and all Settled Claims as set forth in the Stipulation of Settlement.

Each plaintiff in this case and the class of plaintiffs and anyone claiming through or for the benefit of any of them are hereby barred from asserting, commencing, prosecuting, assisting, instigating or in any way participating in the

commencement, maintenance, or prosecution of any action or other proceeding, in any forum, asserting any Settled Claims against any Released Persons.

Any and all claims that have been or could have been asserted by any Released Person against any plaintiff or the class of plaintiffs or their counsel which arise out of or in any way relate to the institution, prosecution or settlement of this case or the garnishment proceedings are also hereby extinguished, discharged and released.

MARK A. GOLDSMITH
UNITED STATES DISTRICT JUDGE

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