



Darryl Cotton <indagrodarryl@gmail.com>

Re: Geraci v. Cotton Look at this attempt at a settlement offer

1 message

Darryl Cotton <indagrodarryl@gmail.com>

Mon, Jun 10, 2019 at 6:56 AM

To: Jake Austin <jacobaustinesq@gmail.com>

I agree. A solid counter could be challenging considering all the issues that are stewing forth in this matter. In fact if we counter aren't we telling them that there is a \$\$ figure that lets them off the hook for all the crap that's been pulled? Since they started by asking we settle for nothing I don't think any counter could entertain any offer less than \$35M with terms and conditions that suit us.

What say you?

On Sat, Jun 8, 2019 at 5:51 PM Jake Austin <jacobaustinesq@gmail.com> wrote:

Wasn't able to do it at normal business hours. Not only that I think we should have a solid counter.

Law Office of Jacob Austin

P.O. Box 231189

San Diego, CA 92193 USA

Phone: (619) 357-6850

Facsimile: (888) 357-8501

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On Jun 8, 2019, at 4:54 PM, Darryl Cotton <indagrodarryl@gmail.com> wrote:

Did you convey my reply?

On Fri, Jun 7, 2019 at 1:02 PM Jake Austin <jacobaustinesq@gmail.com> wrote:

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Begin forwarded message:

From: Scott Toothacre <SToothacre@ferrisbritton.com>
Date: June 7, 2019 at 11:58:12 AM PDT
To: "jacobbaustinesq@gmail.com" <jacobbaustinesq@gmail.com>
Cc: Michael Weinstein <MWeinstein@ferrisbritton.com>, "Debra L. Barker" <DBarker@ferrisbritton.com>
Subject: Geraci v. Cotton

Jacob,

This email is intended to be a settlement communication, privileged and inadmissible in any future proceeding pursuant to Evidence Code Section 1152 and/or any other comparable provision.

In an effort to resolve the state court matter without incurring the significant additional expense of trial, I propose the parties agree as follows:

(a) dismiss the entire state court action without prejudice (thus, the claims in Geraci's operative complaint and in Cotton's operative cross-complaint will be dismissed without prejudice); and

(b) the parties each waive costs.

This would end the state court case and avoid the trial before Judge Wohlfeil (and the time and expense associated with it). The settlement would not affect the federal court action. Upon dismissal your client could choose to proceed as he sees fit in the federal court action (e.g., seek to lift the stay of that action and proceed with his federal court lawsuit before Judge Curriel) with none of the parties giving up their rights to assert claims or defenses in that federal court action.

Please let me know as soon as practicable whether or not your client is willing to settle the state court action on these terms and conditions. As you know, fees and costs are rapidly escalating as we prepare for trial.

Thank you,

Scott H. Toothacre

Sent from my iPad