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8 THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 IN AND FOR THE COUNTY OF SACRAMENTO

10 DEBORAH DOTY and ROBERT DOTY,
11 Plaintiffs,

NO. 01AS07640

**Stipulated Final Judgment, Consent
Decree, and Permanent Injunction**

v.

13 MARK J. BIXBY, et al.,

14 Defendants.

15 _____ /
16 Plaintiffs **Deborah Doty** and **Robert Doty**, (all plaintiffs referred to as "DOTY")
17 having filed their Complaint, First Amended Complaint, and Second Amended
18 Complaint herein; and Defendants **Mark J. Bixby**, individually and doing business as
19 **Bixby Construction**, and **MJB/Bixby Construction, Inc.**, a California corporation, (all
20 said defendants hereinafter referred to as "**Bixby**") having been served by the
21 Complaint, First Amended Complaint and Second Amended Complaint; and **Doty**
22 appearing through their attorneys, Wilson Law Firm, by Dennis M. Wilson; and **Bixby**
23 appearing through their attorneys, Vogel & Meridith, by David Firestone, and Moyer,
24 Parshall & Tweedy, LLP, by Charles Tweedy; and pursuant to written stipulation for
25 entry of this Final Judgment without the taking of evidence, and without trial or
26 adjudication of any facts herein, and without this Stipulated Final Judgment, Consent
27 Decree, and Permanent Injunction constituting any evidence or admission by said
28 Defendants regarding any issue of fact alleged in said Complaint, First Amended

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Stipulated Final Judgment, Consent Decree, and Permanent Injunction

1 Complaint, or Second Amended Complaint.

2 **It Is Hereby Ordered, Adjudged and Decreed That:**

3 1. This Court has jurisdiction of the subject matter hereof and the parties hereto.
4 Entry of judgment in this action shall constitute entry of judgment for the protection of
5 the interest of the general public arising from all alleged violations of Business &
6 Professions Code Section 17200, et seq., as alleged in the above entitled action
7 occurring prior to the entry of judgement, and all claims arising from the alleged conduct
8 by **Bixby** and pattern of fraudulent, unlawful and unfair business practices shall be
9 merged in this judgment. The effect of this merger shall not foreclose any individual
10 from bringing an action for their own benefit for prior alleged claimed violations of
11 Business and Professions Code Section 17200, et,seq.

12 2. The provisions of this judgment are applicable to **Bixby** and any successor
13 corporations, to **Bixbys'** officers, directors, managers, agents, servants,
14 representatives, employees, independent contractors, franchisees and to all other
15 persons, corporations and other entities acting under, by, through or on behalf of **Bixby**
16 or for which **Bixby** is the responsible managing officer or employee, or other officer,
17 director or employee and to their current officers and directors should they engage in
18 any other Contracting Business or Mold Remediation Business in which they have any
19 Direct or Indirect Ownership Interest, and to all other persons acting in concert, or
20 participating with **Bixby** or any of them with actual or constructive notice of this Final
21 Judgment. Defendants shall give the Attorney General, Sacramento County District
22 Attorney, California State License Board and California Insurance Commissioner notice
23 of the formation of any successor corporation, subsidiary or business entity for which
24 they have any Direct or Indirect Ownership Interest doing business in California.

25 3. The following definitions shall apply to this judgment:

26 a. The term "Committing Any Illegal Acts During the Conduct of Litigation" shall
27 include, but not be limited to, perjury; forgery; illegal alteration or destruction of
28 evidence; attempted bribery; bribery; illegal withholding of evidence; filling or

1 maintaining mechanic's liens which lien is subsequently expunged pursuant to Civil
2 Code Section 3118 that overstate the amount due fraudulently, or willfully; and illegal
3 threats against, harassment or intimidation of witnesses or parties.

4 b. The term "Contracting Business" shall mean any business for which a
5 contractor's license is required by the laws of the State of California.

6 c. The term "Direct or Indirect Ownership Interest" shall mean direct ownership
7 of all or part of the ownership interest in entity or proprietorship, and any indirect form of
8 ownership, including but not limited to, ownership of an interest in a proprietorship,
9 trust, association, holding company, partnership, limited partnership, corporation,
10 limited liability company or other entity recognized under the laws of the State of
11 California, with proprietorship, trust, holding company, partnership, limited partnership,
12 corporation, limited company or other entity owns all or part of the ownership interest in
13 the entity.

14 d. The term "Final Judgment" shall mean this Stipulated Final Judgment,
15 Consent Decree, and Permanent Injunction.

16 e. The term "Litigation" shall include administrative proceedings, arbitrations,
17 mediation, and court lawsuits whether in federal district or appellate courts, or in a
18 California County Superior Court, Small Claims Court, or appellate court judicial forums
19 of the State of California or the United States.

20 f. The term "Mold Remediation Business" shall mean any business related to
21 removing mold or repairing the consequences of mold infestations.

22 g. The term "Party to this Judgment" for the purpose of identifying those persons
23 entitled to apply to the court for its enforcement shall include **Doty**; any Person with a
24 final judgment entered in the Federal District Courts or Superior Court of the State of
25 California against **Bixby** for claims arising after the date hereof for an act or acts
26 Violating Business and Professions Code Sections 17200 et, seq. or for Committing
27 Any Illegal Acts During the Conduct of Litigation; the Attorney General of the State of
28 California, the California Contractor's State License Board, the California Insurance

1 Commissioner, and any California county District Attorney.

2 h. The term "Person" shall include any individual, proprietorship, trust
3 association, holding company, partnership, limited partnership, corporation, limited
4 liability company or other entity recognized under the laws of the State of California.

5 i. The term "Violating Business and Professions Code Sections 17200, et seq.,"
6 shall include, but not be limited to, the following : all unfair business practices, including
7 but not limited to, false advertising; fraud; intentional misrepresentation; insurance
8 fraud; mail fraud; wire fraud; assault; battery; stalking; forgery; illegal payments; bribery;
9 attempted bribery; illegal threats against or harassment or intimidation of customers or
10 other parties entering into contracts with **Bixby**; trespass; theft; conversion of property;
11 intentional infliction of emotional distress; conducting Contracting Business or Mold
12 Remediation Business under the influence of prohibited substances, intentional
13 reckless, grossly negligent conduct of Construction Business or Mold Remediation
14 Business other than in accordance with industry standards or code or governmental
15 permitting or inspection requirements; and filing or maintaining mechanic's liens which
16 lien is subsequently expunged pursuant to Civil Code Section 3118 that overstate the
17 amount due fraudulently, or willfully, regardless of whether the claim was brought under
18 Business & Professions Code Section 17200, et seq.

19 4. Pursuant to Business and Professions Code Section 17203, **Bixby**, and each
20 of them, are hereby permanently restrained and enjoined from directly or indirectly:

- 21 a. Violating Business and Professions Code Sections 17200, et seq.; and
- 22 b. Committing Any Illegal Acts During the Conduct of Litigation.

23 5. **Mark J. Bixby** and **MJB/Bixby Construction, Inc.**, are permanently
24 restrained and enjoined from contacting, molesting, attacking, striking, threatening,
25 assaulting, battering, telephoning, sending any messages to, stalking, following,
26 destroying the personal property of, disturbing the peace of, keeping under
27 surveillance, blocking the movements in public places or thoroughfares of, and entering
28 onto the real property of **Deborah Doty, Robert Doty, Alexander Nicholas Doty, or**

1 **Anna Catherine Doty.**

2 6. **Mark J. Bixby** and **MJB/Bixby Construction, Inc.**, shall stay at least 100
3 yards away from the following protected persons and places:

4 a. **Deborah Doty, Robert Doty, Alexander Nicholas Doty, or Anna Catherine**
5 **Doty.**

6 b. The residences of **Deborah Doty, Robert Doty, Alexander Nicholas Doty,**
7 and **Anna Catherine Doty.**

8 c. The places of work of **Deborah Doty, Robert Doty, Alexander Nicholas**
9 **Doty, and Anna Catherine Doty.**

10 d. The schools of **Alexander Nicholas Doty, and Anna Catherine Doty.**

11 e. The vehicles of **Deborah Doty, Robert Doty, Alexander Nicholas Doty, and**
12 **Anna Catherine Doty.**

13 The provisions of paragraph 6 above may be modified or eliminated by the court after 5
14 years upon application by **Bixby** and a showing of no further necessity, provided that
15 Mark J. Bixby shall not be a member of, or enter the grounds of, the Rio del Oro
16 Racquet club.

17 7. Upon discovery of any violation of this judgment **Bixby** will notify the violator
18 and demand immediate correction of any action in violation of this Final Judgment and,
19 upon failure to correct, shall terminate any officer, director, manager, agent, servant,
20 representative, employee, or independent contractor who may violate any provisions of
21 this judgment. Any Person so discharged shall not be permitted to participate in Bixbys'
22 Contracting Business or Mold Remediation Business or be entitled to receive any
23 financial benefits from Bixby, and Bixby shall not provide any financial benefits to such
24 Person.

25 8. For purposes of determining and securing compliance with this judgment, duly
26 authorized representatives of the Attorney General of the State of California, the
27 Contractors State License Board, the California Insurance Commissioner, and any
28 California county District Attorney with probable cause to believe that there has been a

1 violation of this judgment shall, upon reasonable written notice to **Bixby** at the address
2 provided in Paragraph 9, be permitted access during the office hours of **Bixby** to all
3 books, ledgers, accounts, contracts, bids, invoices, correspondence, memoranda, and
4 other records and documents in the possession or under the control of Bixby which
5 relate to any matters contained in this judgment.

6 9. All notices, requests, demands, and other communications under this Final
7 Judgment shall be in writing, and shall be deemed to have been duly given on the date
8 of delivery if personally delivered to the person to whom notice is to be given, or on the
9 third business day after mailing if mailed to the person to whom notice is to be given by
10 certified mail, postage prepaid, return receipt requested, and properly addressed to that
11 person's last known address or such other address as may be shown on a written
12 notice of change of address received by the other party. Mail which is refused or not
13 collected shall be deemed received. Notices to Bixby shall go to the following address:
14 C/O Charles A. Tweedy, Esq. 11341 Gold Express Drive,#110, Gold River California,
15 95670.

16 10. In the event of any litigation relating to this Final Judgment, the prevailing
17 party shall be entitled to attorney's fees and costs, except against public entities.

18 11. The Plaintiffs may deliver copies hereof to any office or officer of the
19 California Attorney General, the California Contractors State License Board, the
20 California Department of Insurance, the Sacramento County District Attorney, the
21 District Attorney of any other county in the State of California, and any Party to this
22 Final Judgment. Any adjudicator in any Litigation may take judicial or other notice
23 hereof.

24 12. Jurisdiction is retained for the purpose of enabling any Party to This
25 Judgment to apply to the Court at any time for such further orders or directions as may
26 be necessary or appropriate for the carrying out of this judgment, for the resolution of
27 any dispute, for the enforcement of compliance with this judgment, and the punishment
28 of violation thereof. The court further retains jurisdiction to enforce the settlement

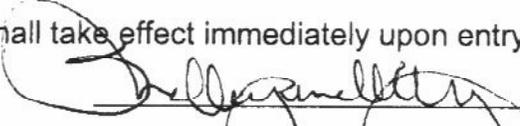
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agreement entered into between the parties contemporaneously with this order pursuant to Code of Civil Procedure section 664.6.

13. If any portion of this judgment is determined to be unenforceable the remainder of this judgment shall remain in full force and effect.

14. This Final Judgment shall take effect immediately upon entry thereof.

Dated:



JUDGE OF THE SUPERIOR COURT

JUDGE SHELLEYANNE W. L. CHANG

1 CASE: Doty v. Bixby
2 NUMBER: 01AS07640
3 COURT: Sacramento County Superior Court

4
5 PROOF OF SERVICE BY MAIL

6 I, Shauna L. Walsh, declare:

7 I am a resident of Sacramento County, California. I am over the age of 18 years
8 and not a party to the within action. My business address is 7801 Folsom Boulevard,
9 Suite 105, Sacramento, California.

10 On June 8, 2004, I served the following:

11 **STIPULATED FINAL JUDGMENT, CONSENT, DECREE, AND PERMANENT**
12 **INJUNCTION.**

13 in said action by depositing a true copy thereof in a post office, mailbox, subpost office,
14 substation, or mail chute, or other like facility regularly maintained by the United States
15 Postal Service for receipt of Express Mail, in a sealed envelope, with Express Mail
16 postage prepaid, at Sacramento, California, addressed as follows:

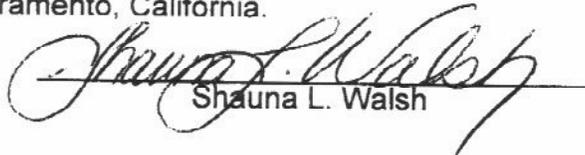
17 Charles Tweedy
18 11341 Gold Express Drive
19 Gold River, California 95670

20 David Firestone
21 456 Montgomery St. 20th Floor
22 San Francisco, California 94104

23 I declare under penalty of perjury that the foregoing is true and correct.

24 Executed on

25 June 8, 2004, at Sacramento, California.

26 
27 Shauna L. Walsh
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