

1 KINSELLA HOLLEY ISER KUMP STEINSAPIR LLP
2 NICHOLAS C. SOLTMAN (SBN 277418)

3 nsoltman@khiks.com
4 11766 Wilshire Boulevard, Suite 750
5 Los Angeles, California 90025
6 Telephone: 310.566.9800
7 Facsimile: 310.566.9850

8 Attorneys for Peter Spiegel, Kathleen Williams,
9 and Ideal Living, LLC

FILED
Superior Court of California
County of Los Angeles

06/11/2025

David W. Slayton, Executive Officer / Clerk of Court

By: R. Duron Deputy

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES, NORTHWEST DISTRICT**

13 IDEAL LIVING, LLC, a Delaware limited
14 liability company, PETER SPIEGEL, an
15 individual, and KATHLEEN WILLIAMS, an
16 individual,

17 Plaintiffs,

18 vs.

19 DAVID NAJAR, an individual, and DOES 1
20 through 10, inclusive,

21 Defendant.

Case No. 23VECV04262
Assigned to Hon. Valerie Salkin, Dept. U

22 **STIPULATION AND ~~PROPOSED~~**
23 **ORDER FOR RETENTION OF**
24 **JURISDICTION TO ENFORCE**
25 **SETTLEMENT AGREEMENT**
26 **PURSUANT TO C.C.P. § 664.6**

27 Action Filed: September 26, 2023
28 Trial Date: June 23, 2025

1 This *Stipulation for Retention of Jurisdiction to Enforce Settlement Agreement pursuant to*
2 *Code of Civil Procedure § 664.6* is entered into by and between Plaintiffs Ideal Living, LLC, Peter
3 Spiegel, and Kathleen Williams (“Plaintiffs”), on the one hand, and Defendant David Najar, on the
4 other, with reference to the following facts:

5 WHEREAS, on April 7, 2025, Plaintiffs and Najar settled this Action and entered into a
6 written settlement agreement relating to all claims asserted in this Action;

7 WHEREAS, the Settlement Agreement requires that Najar refrain from certain actions
8 through December 31, 2034;

9 WHEREAS, in entering into the Settlement Agreement, Plaintiffs and Najar agreed that
10 the Court shall retain jurisdiction over the parties, and over this Action, in order, if necessary, to
11 enforce the terms and conditions of the Settlement Agreement pursuant to Code of Civil Procedure
12 § 664.6; and

13 WHEREAS, the parties agreed that once the Court enters an Order agreeing to retain
14 jurisdiction, this Action will be dismissed without prejudice.

15 Based upon the foregoing, **IT IS THEREFORE STIPULATED AND AGREED THAT**
16 the Court shall retain jurisdiction over Plaintiffs and Najar, and the Action, in order to enforce the
17 terms and conditions of the Settlement Agreement pursuant to Code of Civil Procedure § 664.6.

18 A signature by email on this Stipulation shall be deemed the equivalent of an original.

19 **IT IS SO STIPULATED AND AGREED.**

20 DATED: May 30, 2025

KINSELLA HOLLEY ISER KUMP STEINSAPIR LLP

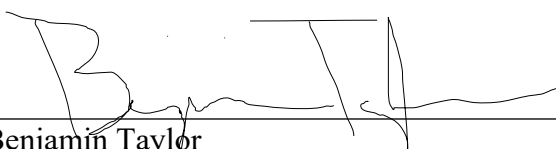
21
22
23 By: 

24 Nicholas C. Soltman
25 Attorneys for Peter Spiegel, Kathleen Williams,
26 and Ideal Living, LLC
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: May 30, 2025

THE TAYLOR LAW FIRM P.C.

By: 
Benjamin Taylor
Attorneys for David Najar

~~PROPOSED~~ ORDER

Pursuant to the *Stipulation for Retention of Jurisdiction to Enforce Settlement Agreement*
Pursuant to *Code of Civil Procedure* § 664.6, executed and filed by Plaintiffs Ideal Living, LLC,
Peter Spiegel and Kathleen Williams (“Plaintiffs”), on the one hand, and Defendant David Najar,
on the other, and for good cause appearing:

IT IS HEREBY ORDERED THAT:

The Court retains jurisdiction over Plaintiffs and Najar, and over this Action, to enforce the
terms and conditions of the Settlement Agreement between those parties pursuant to *Code of Civil*
Procedure § 664.6.

IT SO ORDERED.

DATED: 06/11/2025



Valerie Salkin

Valerie Salkin / Judge

THE HON. VALERIE SALKIN
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 11766 Wilshire Boulevard, Suite 750, Los Angeles, CA 90025.

On May 30, 2025, I served true copies of the following document(s) described as **STIPULATION AND [PROPOSED] ORDER FOR RETENTION OF JURISDICTION TO ENFORCE SETTLEMENT AGREEMENT PURSUANT TO C.C.P. § 664.6** on the interested parties in this action as follows:

Benjamin Taylor
Taylor Law Firm PC
2121 Avenue of the Stars, Suite 2600
Los Angeles, CA 90067
btaylor@taylorlawfirmpc.com

BY E-MAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be sent from e-mail address MSanks@khiks.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on May 30, 2025, at Los Angeles, California.



Mary L. Sanks