

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**ASHLEY STAMM-NORTHUP, aka
“DANICA DILLON,”
Plaintiff**

v.

**JOSHUA JAMES DUGGAR, aka
“JOSH DUGGAR,”
Defendant**

)

)

)

)

)

)

)

)

)

)

)

No. 15-6776

**JURY TRIAL DEMANDED
CIVIL ACTION - LAW**

STIPULATION OF DISMISSAL

IT IS HEREBY STIPULATED AND AGREED, by and between the parties, that this action shall be dismissed with prejudice pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure and pursuant to the parties’ agreement which is attached as Exhibit A.

s/ Marc J. Frumer

Marc J. Frumer, Esquire
PA. ID No. 55271
4961 Oxford Avenue
Philadelphia, PA 19124
215-535-6900

mjf_esquire@verizon.net
Attorney for Plaintiff, Ashley Stamm Northup

s/ Jeffrey A. Conrad

Jeffrey A. Conrad, Esquire
PA. ID No. 85156
408 W. Chestnut St.
Lancaster, PA 17603
717-299-7101
f. 717-299-5115

jeff.conrad@clymerlaw.com
Attorney for Defendant, Joshua J. Duggar

EXHIBIT A:
Parties' Agreement

AGREEMENT

THIS Agreement, entered this 5th day of February, 2016, by and between Ashley Stamm Northup ("Northup") and Joshua J. Duggar ("Duggar") sets forth the terms as follows:

1. Northup agrees that she will dismiss the case docketed at EDPA 15-6776 with prejudice and not thereafter file suit against Duggar in any court; and,
2. Northup agrees to attach this agreement to the Rule 41 dismissal filed by her counsel; and,
3. Northup agrees that she will bear her own costs and fees in this matter and that no one has or will pay her any money to resolve this matter;
4. In consideration of the above, Duggar agrees to sign, on or before February 5, 2016, a Rule 41 Stipulation of Dismissal with Prejudice, foregoing his right to move for summary judgment in this matter and attaching exhibits which the parties agree would conclusively prove that Northup's claims are fabricated; and,
5. In any action to enforce this agreement or for breach thereof, the prevailing party will be entitled to attorney fees and costs incurred in connection with such action.
6. The undersigned represent that s/he is at least eighteen (18) years of age; that s/he has never been declared incompetent by a court or agency of government; that no representations have induced him/her to enter into this agreement other than the matters set forth herein; that the undersigned relied solely upon his or her own judgment, belief and knowledge (after consultation with his/her attorney, if applicable). The undersigned represent that no promise, inducement or agreement not expressed herein has been made to him/her and that this is the entire agreement between the parties. The undersigned enter this agreement under no duress or coercion.
7. This Agreement may be executed in any number of counterparts with the same effect as if the signatures on each counterpart were upon a single instrument. All such counterparts, taken together, shall constitute the entire Agreement.
8. This Agreement may not be amended or modified, in whole or in part, except by an instrument in writing duly executed by all parties hereto.

INTENDING TO BE LEGALLY BOUND HEREBY, and accepting the terms of this Agreement, the parties hereto have executed this Agreement by their duly authorized representatives as of the date above first written.



Ashley Stamm Northup

DocuSigned by:



Joshua J. Duggar

9F184987228246E...