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16 UNITED STATES DISTRICT COURT  
 17 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
 18 WESTERN DIVISION

19 UNITED STATES OF AMERICA *ex*  
 20 *rel.* ANTHONY JACKSON, and  
 21 ANTHONY JACKSON, an individual,

No. CV 12-01755 MWF (CWx)

ORDER OF DISMISSAL OF ACTION

Plaintiffs,

[JOINT STIPULATED REQUEST FOR  
 DISMISSAL OF ACTION AND UNITED  
 STATES' CONSENT THEREON FILED  
 CONCURRENTLY HEREWITH]

v.

22 METAL IMPROVEMENT COMPANY,  
 23 a California Limited Liability Company,  
 24 CURTISS WRIGHT SURFACE  
 25 TECHNOLOGIES, a Limited Liability  
 26 Company, and DOES 1-50, inclusive,

Defendants

27  
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1 Plaintiffs United States of America (“United States”) and Qui Tam Plaintiff  
2 Anthony Jackson (“Jackson”), having jointly requested, pursuant to Rule 41(a)(2) of the  
3 Federal Rules of Civil Procedure, and in accordance with and subject to the settlement  
4 agreement of December 14, 2019 (“the Settlement Agreement”), among these parties and  
5 defendants Metal Improvement Company, Inc., (“MIC”), and Curtiss Wright Surface  
6 Technologies, that the above-captioned action (“this action”) against defendants be  
7 dismissed,

8 IT IS ORDERED that:

9 1. With respect to the Covered Conduct as defined in the Settlement  
10 Agreement, this action is dismissed against MIC and Curtiss Wright Surface  
11 Technologies with prejudice as to the United States, and Jackson, subject to the terms of  
12 the Settlement Agreement; and

13 2. With respect to conduct that is outside the Covered Conduct as defined in  
14 the Settlement Agreement:

15 (a) this action is dismissed against MIC Curtiss Wright Surface Technologies  
16 without prejudice as to the United States, and

17 (b) this action is dismissed against MIC and Curtiss Wright Surface Technologies  
18 with prejudice as to Jackson, subject to the terms of the Settlement Agreement.

19  
20 IT IS SO ORDERED.

21  
22  
23 Dated: December 18, 2019



24 UNITED STATES DISTRICT JUDGE  
25  
26  
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