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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

APPLIED LUBRICATION
TECHNOLOGY, INC.,

Plaintiff,

v.

MIGHTY LUBE SYSTEMATIC
LUBRICATION INC., MIGHTY LUBE
USA SALES, INC., and GIL
MARTINEZ, an individual,

Defendants,

MIGHTY LUBE SYSTEMATIC
LUBRICATION, INC., MIGHTY LUBE
USA SALES, INC.,

Counterclaimants,

v.

APPLIED LUBRICATION
TECHNOLOGY, INC.,

Counter-Defendant.

GIL MARTINEZ

Counterclaimant,

v.

APPLIED LUBRICATION
TECHNOLOGY, INC.

Counter-Defendant.

Case No. 2:15-CV-04037-TJH-E

**~~PROPOSED~~ ORDER FOR
DISMISSAL WITH PREJUDICE**

[JS-6]

[F.R.Civ.P. 41(a)(2)]

1 Plaintiff and Counterclaim-Defendant Applied Lubrication Technology, Inc.
2 (“Applied Lubrication”), Defendants and Counterclaimants Mighty Lube Systematic
3 Lubrication, Inc. and Mighty Lube USA Sales, Inc. (collectively, “Mighty Lube”),
4 and Defendant and Counterclaimant Gil Martinez (“Martinez”), having entered into a
5 Settlement Agreement and also having entered into and filed with the Court a
6 Stipulation For Dismissal With Prejudice pursuant To F.R.Civ.P. 41(a)(2), and good
7 cause appearing therefor:

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9 IT IS HERBY ORDERED that:

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11 1. All claims and counterclaims asserted in this action between Applied
12 Lubrication and Mighty Lube, and between Applied Lubrication and Martinez, are
13 hereby dismissed with prejudice;

14 2. Applied Lubrication, Mighty Lube and Martinez shall each bear its or
15 his own respective fees and costs incurred herein; and

16 3. The Court shall retain jurisdiction over the parties to enforce the terms of
17 the Settlement Agreement.

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20 **IT IS SO ORDERED:**

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22 DATED: JANUARY 21, 2016



Terry J. Hatter, Jr.
United States District Judge