

1 NICHOLAS D. YONANO, C.S.B. # 157277  
2 DAVID L. HOBBS, C.S.B. # 225371  
3 WARDA & YONANO, LLP  
4 2350 W. Monte Vista Avenue  
5 Turlock, CA 95382  
6 Tel. (209) 667-1889  
7 Fax. (209) 667-1809  
8  
9 Attorneys for Plaintiff  
10 P2 CONSTRUCTION MANAGEMENT, INC.

**FILED**  
APR 2 2009  
CLERK, U.S. DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA  
BY   
DEPUTY CLERK

11 UNITED STATES DISTRICT COURT  
12 EASTERN DISTRICT OF CALIFORNIA

WARDA & YONANO, LLP  
2350 W. Monte Vista Avenue  
Turlock, CA 95382  
Tel. (209) 667-1889  
Fax. (209) 667-1809

P2 Construction Management, Inc. v. Miller/Watts Constructors, Inc., et al.

Doc. 35

11 UNITED STATES OF AMERICA for )  
12 The Use and Benefit of: )  
13 P2 CONSTRUCTION MANAGEMENT, )  
14 INC., a California corporation, )  
15 Plaintiff, )

Case No. 1:07-CV-01850-AWI-SMS  
DISMISSAL AND ORDER  
FOR DISMISSAL PURSUANT TO  
FRCP §41 (a)(2)

16 vs. )  
17 )  
18 MILLER/WATTS CONSTRUCTORS, )  
19 INC., a California corporation; UPA )  
20 CALIFORNIA, entity unknown; ST. )  
21 PAUL FIRE AND MARINE )  
22 INSURANCE COMPANY, a Minnesota )  
23 corporation; LIBERTY MUTUAL )  
24 INSURANCE COMPANY, a )  
25 Massachusetts corporation; SURETY )  
26 COMPANY OF THE PACIFIC, a )  
California corporation; and DOES 1 )  
through 50, inclusive, )  
Defendants, )

WARDA & YONANO, LLP  
2350 W. Monte Vista Avenue  
Turlock, CA 95382  
Tel. (209) 667-1889  
Fax. (209) 667-1809

WAP

WARD & YONANO, LLP  
315 S. GARDEN ST.  
SUNNYVALE, CA 94085

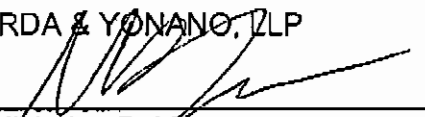
WARD & YONANO, LLP  
2350 W. Monte Vista Avenue  
Turlock, CA 95262  
Tel. (209) 667-1889  
Fax. (209) 667-1809

WARD & YONANO, LLP  
315 S. GARDEN ST.  
SUNNYVALE, CA 94085

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Wherefore, Use-plaintiff, P2 CONSTRUCTION MANAGEMENT, INC., has entered into a settlement agreement with defendant LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts corporation, a true and correct copy of which is attached hereto as Exhibit "A" and incorporated herein. Wherefore the settlement agreement contemplates a dismissal of the action for good and valuable consideration, Use-plaintiff P2 CONSTRUCTION MANAGEMENT, INC. desires to dismiss its complaint, and all causes of action contained therein with prejudice, as to all defendants, which consist of LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts corporation, MILLER/WATTS.CONSTRUCTORS, INC, a California corporation; UPA CALIFORNIA, entity unknown; ST. PAUL FIRE AND MARINE INSURANCE COMPANY, a Minnesota corporation; and ; SURETY COMPANY OF THE PACIFIC, a California corporation; with each party to bear its own costs and attorney fees.

Dated: *March*  
*May 6*, 2009

WARD & YONANO, LLP  
By:   
Nicholas D. Yonano  
Attorneys for Plaintiff  
P2 CONSTRUCTION  
MANAGEMENT, INC.

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