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5 Attorneys for Plaintiff, DAVIS MORENO  
 CONSTRUCTION, INC., a California corporation.  
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8 IN THE UNITED STATES DISTRICT COURT  
 9 FOR THE EASTERN DISTRICT OF CALIFORNIA - FRESNO BRANCH

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11 DAVIS MORENO CONSTRUCTION, )  
 INC., a California corporation, )  
 12 Plaintiff, )  
 13 )  
 14 v. )  
 15 )  
 16 FRONTIER STEEL BUILDINGS )  
 CORP., a Colorado corporation; et al., )  
 17 Defendant(s). )  
 18 \_\_\_\_\_ )

Case No. 1:08-CV-00854-OWW-SMS  
**STIPULATION AND ORDER FOR  
 DISMISSAL WITH PREJUDICE, WITH  
 COURT RETAINED JURISDICTION TO  
 ENFORCE TERMS OF SETTLEMENT  
 AGREEMENT.**

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 20 COME NOW Plaintiff, Davis Moreno Construction, Inc. by and through its attorney  
 21 of record, Russell D. Cook, Esq., and Defendant, Frontier Steel Buildings Corp, by and  
 22 through its attorney, John A. Meininger, Esq. and hereby stipulate for dismissal as follows:

23 The parties have fully executed in duplicate and exchanged a confidential written  
 24 Settlement Agreement, and hereby stipulate pursuant to the Settlement Agreement that the  
 25 above captioned matter be dismissed with prejudice, with each party to bear their own costs  
 26 and fees. The parties further agree that the confidential Settlement Agreement will not be  
 27 made a part of the record unless and until there is a breach of the Settlement Agreement.  
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1 It is further stipulated that the Court shall retain jurisdiction pursuant to powers  
2 granted by F.R.C.P. Rule 41 to enforce the terms of the Settlement Agreement. In the  
3 event that there is a breach of the Settlement Agreement, the aggrieved party shall be  
4 entitled to file a motion to enforce the terms of a written Settlement Agreement.

5 It is further stipulated that the settlement resolves all matters, including, without  
6 limitation, Plaintiff's motion for attorney fees. Defendant Frontier waives any claim for  
7 attorney fees against Plaintiff Davis Moreno and any request for sanctions. Accordingly,  
8 all deadlines, hearings and obligations should be vacated and the case dismissed with  
9 prejudice with the Court's retained jurisdiction to enforce the parties' Settlement Agreement.

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11 Date: March 14, 2011 /s/ RUSSELL D. COOK

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13 Date: March 14, 2011 /s/ JOHN A. MEININGER

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**Order**

Good cause appearing therefore, it is hereby Ordered that:

1. The action is hereby DISMISSED with prejudice, with each party to bear their own costs and fees. Pursuant to F.R.C.P., Rule 41, the Court hereby retains jurisdiction to enforce the terms of the parties' written Settlement Agreement which shall remain confidential. In the event that there is a breach of the Settlement Agreement, the aggrieved party shall be entitled to file a motion to enforce the terms of the Settlement Agreement.

2. All matters and obligations of this case are hereby VACATED, including the Pretrial Conference, Jury Trial, and all show cause orders associated with Plaintiff's Motion for Attorneys Fees. IT IS SO ORDERED.

**Dated: March 14, 2011**

**/s/ Oliver W. Wanger**  
UNITED STATES DISTRICT JUDGE

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