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(SPACE BELOW FOR FILING STAMP ONLY)

5 Attorneys for Use-Plaintiff/Plaintiff
CENTRAL VALLEY ENGINEERING & ASPHALT, INC.
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8 **UNITED STATES DISTRICT COURT**
9 **EASTERN DISTRICT OF CALIFORNIA, DIVISION OF FRESNO**
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11 THE UNITED STATES OF AMERICA, for the Use
and Benefit of CENTRAL VALLEY ENGINEERING
12 & ASPHALT, INC.; and CENTRAL VALLEY
ENGINEERING & ASPHALT, INC., on its own
13 behalf,

Case No. 1:10-CV-01166

**STIPULATION OF
SETTLEMENT AND
ORDER**

14 Plaintiffs,

15 vs.

16 I.E.—PACIFIC, INC.; TRAVELERS CASUALTY AND
SURETY COMPANY; and DOES 1-10, inclusive,

17 Defendants.
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20 THE PARTIES to this action, by and through their respective counsel of record,
21 hereby stipulate that the above-captioned matter has been settled. Settlement funds have
22 been received by plaintiff CENTRAL VALLEY ENGINEERING & ASPHALT, INC., which has
23 deposited said funds and is simply awaiting confirmation that the funds have cleared and
24 are available.

25 Within 21 days of the filing of this stipulation, assuming the settlement funds have
26 cleared and are available to plaintiff, plaintiff will file a dismissal, with prejudice, of this
27 action in its entirety. This stipulation does not affect, replace or postpone the plaintiff's
28 deadline to dismiss the case set forth in the settlement agreement. Should plaintiff fail to

1 file such dismissal, and should no party have notified this court that the terms of the
2 settlement have not been fulfilled, the court may enter such a dismissal with prejudice on its
3 own authority.

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5 SO STIPULATED.

6
7 DATED: November 15, 2010

MURPHY, CAMPBELL, GUTHRIE & ALLISTON

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9 By: /s/ GEORGE A. GUTHRIE
George A. Guthrie
10 Attorney for CENTRAL VALLEY
ENGINEERING & ASPHALT, INC.

11
12 DATED: November 15, 2010

MARKS, GOLIA & FINCH, LLP

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14 By: /s/ DUSTIN JONES
P. Randolph Finch, Jr.
Dustin R. Jones
15 Counsel for TRAVELERS CASUALTY
AND SURETY COMPANY and I.E.—
16 PACIFIC, INC.

17
18 **ORDER**

19 GOOD CAUSE APPEARING, it is hereby ordered that plaintiff is to file a dismissal
20 with prejudice of this action within 21 days of the date of this stipulation. Should no
21 dismissal be filed, and no party has notified this court that the terms of the Settlement
22 Agreement have not been fulfilled, the Court shall dismiss with prejudice this matter on its
23 own authority. Jurisdiction is expressly reserved to enforce the settlement agreement.

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27 IT IS SO ORDERED.

28 Dated: November 15, 2010

/s/ Oliver W. Wanger

UNITED STATES DISTRICT JUDGE

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