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12 Third-Party Plaintiff/Counterdefendant
MODEST IRRIGATION DISTRICT

13
14 **UNITED STATES DISTRICT COURT**

15 **EASTERN DISTRICT OF CALIFORNIA, FRESNO DIVISION**

16
17 BLACK & VEATCH CORPORATION,

18 Plaintiff,

19 v.

20 MODESTO IRRIGATION DISTRICT,

21 Defendant.

22 MODESTO IRRIGATION DISTRICT,

23 Counterclaimant,

24 v.

25 BLACK & VEATCH CORPORATION,

26 Counterdefendant.

27 AND RELATED ACTIONS
28

CASE NO. 1:11-CV-00695 LJO SKO

**STIPULATION OF DISMISSAL OF
ENTIRE ACTION AND ORDER**

Complaint Filed: April 29, 2011

1 WHEREAS, the claims asserted in this action by Black & Veatch Corporation
2 ("B&V") on the one hand and Modesto Irrigation District ("MID") and City of Modesto
3 ("City") on the other hand have been dismissed with prejudice pursuant to the Court's
4 Order dated March 13, 2013;

5 WHEREAS, the claims asserted in this action by MID and the City on the one
6 hand, and Western Summit Constructors, Inc. ("Western Summit"), Federal Insurance
7 Company, Fidelity and Deposit Company of Maryland and Travelers Casualty and Surety
8 Company of America, on the other hand, have now been settled by written agreement
9 between these parties;

10 WHEREAS, the claims asserted in this action by MID on the one hand, and Big B
11 Construction, Inc. ("Big B"), on the other hand, have now been settled by written
12 agreement between these parties;

13 WHEREAS, the claims asserted in this action by Western Summit on the one
14 hand, and Siemens Industry, Inc. formerly known as Siemens Water Technologies
15 Corporation, on the other hand, have now been settled by written agreement between
16 these parties;

17 WHEREAS, the written settlements described above fully and finally resolve all
18 claims in this action pursuant to the terms of the settlement agreements;

19 WHEREAS, the parties to this litigation agree not to oppose the dismissal of the
20 settling parties from their respective claims, counterclaims, and cross-claims and further
21 agree not to assert claims against each other for costs or fees;

22 IT IS THEREFORE STIPULATED by and between the parties to this action,
23 through their designated counsel, that the following claims of the settling parties in the
24 above-captioned action and related cross-actions be and hereby are dismissed with
25 prejudice pursuant to FRCP 41(a)(1), each side to bear their own fees and costs:

- 26 ▪ All Claims for Relief alleged in MID's First Amended Complaint in Impleader
27 against Western Summit, Big B, Federal Insurance Company, Fidelity and
28

1 DATED: May 23, 2013

CLAPP, MORONEY, BELLAGAMBA,
VUCINICH, BEEMAN & SCHELEY

2
3 By: /s/ Robert A. Bellagamba
4 ROBERT A BELLAGAMBA
5 Attorneys for Third-Party Defendant BIG B
6 CONSTRUCTION

7 DATED: May 23, 2013

PERKINS COIE LLP

8 By: /s/ Jan Feldman
9 JAN FELDMAN
10 Attorneys for Third-Party Defendant
11 SIEMENS INDUSTRY, INC., f/k/a SIEMENS
12 WATER TECHNOLOGIES CORPORATION

13 **ORDER**

14 This Court DISMISSES with prejudice the claims subject to this stipulation.

15 The clerk is directed to close this action.

16
17
18 IT IS SO ORDERED.

19 Dated: **May 24, 2013**

 /s/ Lawrence J. O'Neill
UNITED STATES DISTRICT JUDGE