

1 John E. Borba, Esq. [SBN: 169463]
2 Kristen Frizzell Kerns, Esq. [SBN: SBN 221384]
3 Borba Frizzell Kerns, P.C.
4 50 Old Courthouse Square, Ste. 201
5 Santa Rosa, CA 95404
6 (707) 578-7000
7 (707) 578-7003 Fax

8 Attorneys for Plaintiff and Counter-Defendant
9 Frontier Contracting, Inc.

10 UNITED STATES DISTRICT COURT
11 EASTERN DISTRICT OF CALIFORNIA

12 FRONTIER CONTRACTING, INC., UNITED)
13 STATES GOVERNMENT,)

14 Plaintiffs,)

15 v.)

16 ALLEN ENGINEERING CONTRACTOR, INC.,)
17 SAFECO INSURANCE COMPANY OF)
18 AMERICA, LIBERTY MUTUAL INSURANCE)
19 COMPANY, DOES 1-50)

20 Defendants. _____/)

21 ALLEN ENGINEERING CONTRACTOR, INC.,)

22 Counter-Claimant,)

23 v.)

24 FRONTIER CONTRACTING, INC.,)

25 Counter-Defendants,)

Case No.: 1:11-CV-01590-MJS

STIPULATION FOR DISMISSAL OF
ENTIRE ACTION PURSUANT TO
SETTLEMENT AND ORDER
THEREON

26 The parties herein, AVCON CONSTRUCTORS, INC., formerly known as FRONTIER
27 CONTRACTING, INC. (“AVCON” OF “FRONTIER”), ALLEN ENGINEERING
28 CONTRACTING, INC. (“ALLEN”), SAFECO INSURANCE COMPANY OF AMERICA
 (“SAFECO”), and LIBERTY MUTUAL INSURANCE COMPANY (“LIBERTY”), by and
 through their respective counsel submit the following stipulate to dismissal with prejudice of this

1 entire action pursuant to Fed. R. Civ. P. 41(a), and subject to the terms and conditions of the
2 parties' written Settlement Agreement, and the following recitals:

3 **RECITALS**

4 WHEREAS, on or about September 20, 2011, AVCON commenced an action in the United
5 States District Court for the Eastern District of California captioned *Frontier Contracting, Inc.,*
6 *United States Government v. Allen Engineering Contractor, Inc., Safeco Insurance Company of*
7 *America, Vigilant Insurance Company*, case number 1:11-CV-01590-LJO -DLB (the "Action");
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9 WHEREAS, on or about October 6, 2011, AVCON filed an amended complaint for
10 damages against ALLEN, SAFECO and Vigilant Insurance Company in the Action;

11 WHEREAS, on or about November 18, 2011, AVCON filed a second amended complaint
12 for damages against ALLEN, SAFECO and LIBERTY in the Action;

13 WHEREAS, on or about March 5, 2012, ALLEN filed a counterclaim for damages against
14 AVCON in the Action;

15 WHEREAS, on or about May 22, 2012, ALLEN filed an amended counterclaim for
16 damages against AVCON in the Action;

17 WHEREAS, the Parties deny any responsibility and/or liability to each other regarding the
18 allegations in the Action;

19 WHEREAS, on March 4, 2015, the parties participated in a settlement conference, during
20 which the parties reached a settlement agreement to avoid the expense and burden of further
21 dispute and current and future litigation, and for the other considerations;

22 WHEREAS, the agreement was subsequently reduced to writing and executed by all parties
23 and their respective counsel.
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STIPULATION

The parties herein, by and through their respective counsel hereby stipulate to dismissal with prejudice of this entire action pursuant to Fed. R. Civ. P. 41(a), and subject to the terms and conditions of the parties' Settlement Agreement. The Court is respectfully asked to retain jurisdiction to enforce the Settlement Agreement in this action.

Each Party shall bear its own respective costs, expenses, and fees, including without limitation, attorney's fees and costs, consultant and/or expert fees, arising out of and/or related to the Action, except as set forth in the executed settlement agreement.

Respectfully submitted,

Dated: May 13, 2015

BORBA FRIZZELL KERNS, P.C.

/s/ Kristen Frizzell Kerns

Kristen Frizzell Kerns
Attorneys for Plaintiff and
Counterdefendant FRONTIER CONTRACTING,
INC.

THE BRUCKNER LAW FIRM

/s/ William L. Bruckner

William L. Bruckner
Attorneys for Defendant and
Counterclaimant ALLEN ENGINEERING
CONTRACTOR, INC.

SALAMIRAD MORROW P.C.

/s/ Ali Salamirad

Ali Salamirad
Attorneys for Defendants SAFECO INSURANCE
COMPANY OF AMERICA, LIBERTY MUTUAL
INSURANCE

ORDER

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3 Good cause appearing, the above STIPULATION FOR DISMISSAL OF ENTIRE
4 ACTION PURSUANT TO SETTLEMENT AND ORDER THEREON in Case No.: 1:11-CV-
5 01590-MJS, is accepted. The action shall be dismissed, although the Court will retain jurisdiction
6 to enforce the terms of the settlement if and as appropriate.
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9 IT IS SO ORDERED.

10 Dated: May 19, 2015

/s/ Michael J. Seng
11 UNITED STATES MAGISTRATE JUDGE
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