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8 **UNITED STATES DISTRICT COURT**
9 **EASTERN DISTRICT OF CALIFORNIA**
10 **FRESNO DIVISION**

12 KRISTINE LIVINGSTON, Individually, and) No. 1:12 -cv-01427-SKO
13 as Guardian ad Litem for IZAAK MARK)
14 LIVINGSTON, a Minor, JASON ALAN) **STIPULATION AND ORDER DISMISSING**
15 LIVINGSTON, WESLEY ALEXANDER) **CLAIMS OF PLAINTIFFS KRISTINE**
16 LIVINGSTON, AS SURVIVORS OF) **LIVINGSTON, JASON ALAN LIVINGSTON,**
17 MARK LIVINGSTON, DECEASED) **AND WESLEY ALEXANDER LIVINGSTON**
18) **WITH PREJUDICE**
19 Plaintiffs,)
20 vs.)
21 KEMPERSPORTS MANAGEMENT INC.,)
22 RIDGE CREEK DINUBA GOLF CLUB,)
and DOES 1-100, inclusive;)
Defendants.)

23 All Parties to this action stipulate through their respective counsel as follows:

24 1. Plaintiffs KRISTINE LIVINGSTON, JASON ALAN LIVINGSTON, and WESLEY
25 ALEXANDER LIVINGSTON hereby dismiss with prejudice all of their claims in the within action.

26 2. Said Dismissal with Prejudice does not affect the settlement announced in open court
27 between Plaintiff IZAAK MARK LIVINGSTON, a Minor, by and through his Guardian ad Litem,
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1 KRISTINE LIVINGSTON, for which an Application for Approval of the Minor's Compromise shall be
2 filed by his attorney, Dean B. Gordon within two weeks of the date of this Stipulation.

3 3. This Dismissal shall not affect any pending Worker's Compensation between any of the
4 parties to this case.

5 4. All parties shall bear their own fees and costs in this case.

6 DATED: June 10, 2014

LAW OFFICE OF DEAN B. GORDON

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8 By /s/ Dean B. Gordon

9 DEAN B. GORDON

10 Attorney for Plaintiffs KRISTINE LIVINGSTON, IZAAK
11 MARK LIVINGSTON, a Minor, and JASON ALAN
12 LIVINGSTON, and WESLEY ALEXANDER
13 LIVINGSTON

14 DATED: June 10, 2014

SEYFARTH SHAW LLP

15 By /s/ Matthew J. Mason

16 Michael J. Burns

17 Matthew J. Mason

18 Chantelle C. Egan

19 Attorneys for Defendant

20 KEMPER SPORTS MANAGEMENT, INC.

21 (erroneously sued as KEMPERSPORTS

22 MANAGEMENT, INC.)
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1 **ORDER**

2 GOOD CAUSE APPEARING, based upon the foregoing stipulation of the Parties by and
3 through their respective counsel, the Court makes the following orders.

4 1. All claims in the within action of Plaintiffs KRISTINE LIVINGSTON, JASON ALAN
5 LIVINGSTON, and WESLEY ALEXANDER LIVINGSTON are hereby dismissed with prejudice.

6 2. Said Dismissal with Prejudice does not affect the settlement announced in open court
7 between Plaintiff IZAAK MARK LIVINGSTON, a Minor, by and through his Guardian ad Litem,
8 KRISTINE LIVINGSTON, for which an Application for Approval of the Minor's Compromise shall be
9 filed by his attorney, Dean B. Gordon within two weeks of the date of this Stipulation.

10 3. This Dismissal shall not affect any pending Worker's Compensation between any of the
11 parties to this case.

12 4. All parties shall bear their own fees and costs in this case.

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14 IT IS SO ORDERED.

15 Dated: **June 12, 2014**

16 **/s/ Sheila K. Oberto**
17 UNITED STATES MAGISTRATE JUDGE