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9	PINHEIRO FAMILY LIVING TRUST (a partner in Haagsma & Pinheiro Dairy, a partnership), and, if and where appropriate, as successor-in-interest for JACK PINHEIRO -		
10	Stanley S. Mallison, Esq. #184191 Hector R. Martinez, Esq. #206336 Marco A. Palau, Esq. #242340 Joseph D. Sutton, Esq. #269951 MALLISON & MARTINEZ 1939 Harrison Street, Suite 730 Oakland, CA 94612-3547 Telephone: (510) 832-9999 Facsimile: (510) 832-1101		
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17 18	Attorneys for Plaintiff RAMIRO RAMIREZ		
19	UNITED STATES DISTRICT COURT		
20	EASTERN DISTRICT OF CALIFORNIA		
21	RAMIRO RAMIREZ,	Case No. 1:13-cv-00520-LJO-JLT	
22	Plaintiff,	STIPULATION AND ORDER TO DISMISS	
23	VS.	WITH PREJUDICE	
24	LISA HAAGSMA, DAVID HAASGMA,		
25	PINHEIRO FAMILY LIVING TRUST, BETTY PINHEIRO and JACK PINHEIRO (dba as "Haagsma & Pinheiro Dairy"),		
26	Defendants		
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Ramirez v. Haagsma et al

## 1 **STIPULATION** 2 THE PARTIES THROUGH THEIR ATTORNEYS OF RECORD HEREBY 3 STIPULATE AS FOLLOWS: 4 1. The matter has been fully settled and the parties have executed a written settlement 5 agreement. The agreement calls for this case to be dismissed with prejudice. The parties stipulate that this matter be dismissed with prejudice. 6 2. 7 3. The parties request that the Court retain jurisdiction to enforce the settlement 8 agreement. 9 IT IS SO STIPULATED 10 DATED: Oct. 1 , 2014 11 MALLISON & MARTINEZ 12 13 By: /s/ Stan S. Mallison 14 STAN S. MALLISON HECTOR R. MARTINEZ 15 MARCO A. PALAU JOSEPH D. SUTTON 16 Attorneys for Plaintiff, 17 RAMIRO RAMIREZ 18 /// 19 /// 20 /// 21 /// 22 /// 23 /// 24 /// 25 /// 26 /// 27 /// 28

1	DATED: <u>Oct. 1</u> , 2014	DOWLING AARON INCORPORATED
2		
3		By: /s/ Mark D. Kruthers
4		DANIEL K. KLINGENBERGER MARK D. KRUTHERS MICAH K. NILSSON
5		Attorneys for Defendants,
6		LISA HAAGSMA, individually and as a partner in Haagsma & Pinheiro Dairy, a general partnership;
7		DAVID HAASGMA, individually and as a partner in Haagsma & Pinheiro Dairy, a general partnership; and
8		BETTY PINHEIRO, individually, as trustee of the PINHEIRO FAMILY LIVING TRUST (a partner in
10		Haagsma & Pinheiro Dairy, a general partnership), and, if and where appropriate, as successor-in-interest for JACK PINHEIRO – deceased
11		
12		<u>ORDER</u>
13	Based on the stipulation of counsel and good cause shown, this matter is dismissed with	
14	prejudice. All deadlines are hereby terminated. The parties have reached a settlement through	
15	counsel. The Court retains jurisdiction to enforce the terms of the settlement agreement. The Court	
16	hereby directs the clerk to close the file in the above-captioned action. This Order is without waiving	
17	the ability of any party to move to enforce any provision of the settlement agreement by way of	
18	separate legal proceedings if a breach of the agreement is alleged.	
19	CO OPPEDED	
20	SO ORDERED Dated: October 1, 2014	
21	/s/ Lawrence J. O'Neill United States District Judge	
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