

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA-FRESNO DIVISION

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10 BOARD OF TRUSTEES OF IBEW LOCAL
11 UNION NO. 100 PENSION TRUST FUND;
12 JOINT ELECTRICAL INDUSTRY
TRAINING TRUST FUND; NATIONAL
ELECTRICAL BENEFIT FUND; and IBEW
13 DISTRICT NO. 9 PENSION PLAN TRUST
FUND.

Case No. 1:13-CV-01545 SKO

**STIPULATION AND ORDER TO
DISMISS ACTION WITHOUT
PREJUDICE**

14 | Plaintiffs,

15 | v.

16 FRESNO'S BEST INDUSTRIAL
17 ELECTRIC, INC.; AARON A. LANE;
18 WILLIAM JAMES MARVIN FORBES;
DEBRA MICHELLE FORBES; AMERICAN
CONTRACTORS INDEMNITY
COMPANY; and DOES 1 through 50,

Defendants.

Plaintiffs Board of Trustees of IBEW Local Union No. 100 Pension Trust Fund, Joint Electrical Industry Training Trust Fund, National Electrical Benefit Fund and IBEW District No. 9 Pension Plan Trust Fund (collectively, "Plaintiffs") and defendants Fresno's Best Industrial Electric, Inc. Aaron A. Lane and American Contractors Indemnity Company (collectively, "Settling Defendants"), by and through their respective counsels of record, hereby stipulate as to

1 the following:¹

2 1. that the Parties have entered into a written Settlement Agreement concerning the
3 claims at issue in the present action, which call for Mr. Lane and Fresno's Best
4 Industrial Electric, Inc. to perform certain actions over a period of time;

5 2. that the Agreement provides for Plaintiffs to dismiss Settling Defendants from the
6 present action, subject to the terms of the Agreement, in the meantime;

7 3. that, except as expressly provided in the Agreement, each Party shall bear its own
8 costs and attorneys' fees incurred to date in this action; and

9 4. that the Parties irrevocably agree that the United States District Court, Eastern
10 District of California, Fresno Division, and more particularly, the Magistrate
11 Judge herein, shall retain jurisdiction to enforce the terms of the Agreement, to
12 the extent necessary.

13 The Parties therefore respectfully request an order, as proposed hereafter.

14 Respectfully submitted,

15 Dated: December 1, 2014.

TUCKER, CHIU, HEBESHA & WARD

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17 By /s/ Henry Y. Chiu
18 HENRY Y. CHIU
Attorney for Plaintiffs

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21 Dated: December 1, 2014.

LAW OFFICES OF GREGORY L. MYERS

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23 By /s/ Gregory L. Myers
24 GREGORY L. MYERS
25 Attorney for Defendants
Fresno's Best Industrial Electric Inc., Aaron A.
Lane, and American Contractors Indemnity
Company

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27 ¹ Plaintiffs voluntarily dismissed the defendants William James Marvin Forbes and Debra
28 Michelle Forbes, without prejudice, on February 26, 2014, subject to a written Tolling
Agreement. The present Stipulation and Order to Dismiss, once ordered, shall resolve the
entire action, subject to the terms hereof.

ORDER

The above Stipulation is accepted and adopted by the Court.

Plaintiffs' claims against the Settling Defendants are hereby dismissed, *without* prejudice, subject to the terms of the aforementioned Settlement Agreement, with the stipulating Parties to bear their own respective costs and attorneys' fees incurred to date in the action, except as provided therein.

The Court shall retain jurisdiction until December 1, 2016, to issue any orders necessary to enforce the terms of the Settlement Agreement.

IT IS SO ORDERED.

Dated: **December 9, 2014**

/s/ Sheila K. Oberto
UNITED STATES MAGISTRATE JUDGE