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7 **UNITED STATES DISTRICT COURT**
8 **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
13 TRAINING TRUST FUND; NATIONAL
ELECTRICAL BENEFIT FUND; and IBEW
DISTRICT NO. 9 PENSION PLAN TRUST
FUND,

14 Plaintiffs,

15 v.

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

20 Defendants.

Case No. 1:13-CV-01545 SKO

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

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23 Plaintiffs Board of Trustees of IBEW Local Union No. 100 Pension Trust Fund, Joint
24 Electrical Industry Training Trust Fund, National Electrical Benefit Fund and IBEW District No.
25 9 Pension Plan Trust Fund (collectively, "Plaintiffs") and defendants Fresno's Best Industrial
26 Electric, Inc. Aaron A. Lane and American Contractors Indemnity Company (collectively,
27 "Settling Defendants"), by and through their respective counsels of record, hereby stipulate as to
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the following:¹

1. that the Parties have entered into a written Settlement Agreement concerning the claims at issue in the present action, which call for Mr. Lane and Fresno's Best Industrial Electric, Inc. to perform certain actions over a period of time;
2. that the Agreement provides for Plaintiffs to dismiss Settling Defendants from the present action, subject to the terms of the Agreement, in the meantime;
3. that, except as expressly provided in the Agreement, each Party shall bear its own costs and attorneys' fees incurred to date in this action; and
4. that the Parties irrevocably agree that the United States District Court, Eastern District of California, Fresno Division, and more particularly, the Magistrate Judge herein, shall retain jurisdiction to enforce the terms of the Agreement, to the extent necessary.

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

Respectfully submitted,

Dated: December 1, 2014.

TUCKER, CHIU, HEBESHA & WARD

By /s/ Henry Y. Chiu

HENRY Y. CHIU

Attorney for Plaintiffs

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Dated: December 1, 2014.

LAW OFFICES OF GREGORY L. MYERS

By /s/ Gregory L. Myers

GREGORY L. MYERS

Attorney for Defendants

Fresno's Best Industrial Electric Inc., Aaron A. Lane, and American Contractors Indemnity Company

¹ Plaintiffs voluntarily dismissed the defendants William James Marvin Forbes and Debra 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.

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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