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13 UNITED STATES DISTRICT COURT
 14 EASTERN DISTRICT OF CALIFORNIA

16 BAKERSFIELD PIPE & SUPPLY,
 17 INC., a California Corporation doing
 18 business as PALADON AMERICAS,

19 Plaintiffs,

20 vs.

21 CORNERSTONE VALVE, LLC, a
 22 Texas Limited Liability Corporation;
 23 NITESH K. GUPTA and DOES 1 to 50,
 inclusive,

24 Defendants.

Case No.: 1:14-cv-01445---JLT

STIPULATED DISMISSAL AND
 ORDER THEREON

Date: July 5, 2016
 Time: 3:30pm
 Place: Bakersfield Courtroom
 510 19th Street
 Bakersfield, CA 93301

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Dated: July 7, 2016

EASTMAN & MCCARTNEY LLP

By /s/ Matthew C. McCartney
Matthew C. McCartney, Esq.
Attorney for plaintiff
Bakersfield Pipe & Supply, Inc., a California
Corporation dba Paladon Americas

ORDER

Based on the within stipulation, and good cause appearing therefor, the Court hereby orders as follows:

1. Under the conditions set forth above, the above entitled matter is hereby ordered dismissed pursuant to Federal Rule of Civil Procedure, Rule 41(a)(2).

2. The terms of the Agreement set forth in Exhibit "A" are expressly incorporated herein as though set forth in full.

3. The above entitled court, the Eastern District of the United States District Court and in particular Magistrate Judge Jennifer L. Thurston, or any successor magistrate judge to her, shall retain jurisdiction to enforce the monetary obligations of Gupta and Cornerstone under the Agreement including jurisdiction to enter judgment under the terms of the Agreement.

4. The above entitled court shall also retain jurisdiction to amend this order of dismissal to include language that the dismissal will be with prejudice if all of the monetary obligations set forth in the Agreement are satisfied.

5. If necessary to enforce its remedy under the Agreement, BPS shall be entitled to an order setting aside this dismissal.

Dated: 7/12/16

Signed: 
Jennifer L. Thurston
UNITED STATES MAGISTRATE JUDGE