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Exempt From Filing Fees Pursuant To
 Government Code Section 6103

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 14 CITY OF DAVIS

15 **UNITED STATES DISTRICT COURT**
 16 **EASTERN DISTRICT OF CALIFORNIA**

18 CHARLES H. LEWIS AND JANE W.
 19 LEWIS,
 20 Plaintiffs,
 21 v.
 22 ROBERT D. RUSSELL, ET AL.,
 23 Defendants,

Case No.: CIV S-03-2646 WBS AC

**JOINT STIPULATION FOR DISMISSAL
 WITH PREJUDICE AND RETENTION OF
 JURISDICTION BY THIS COURT FOR
 ENFORCEMENT; ORDER**

24 AND RELATED COUNTER, CROSS AND
 25 THIRD PARTY CLAIMS.

District Judge: Hon. William B. Shubb

1 **JOINT STIPULATION**

2 Defendants City of Davis (“City”); The Davis Center, LLC, Emily A. Stover, individually
3 and as Trustee of the Stover Family Trust and as Personal Representative for Melvin Stover
4 (Deceased), and Richard Albert Stinchfield, individually and as Trustee of the Robert S.
5 Stinchfield Separate Real Property Trust and as Trustee of the Barbara Ellen Stinchfield
6 Testamentary Trust (collectively, “Landowners”); Potter Taylor & Co., Potter, Long, Adams &
7 Taylor Ltd., Davis Center, Potter-Taylor, Inc., Potter Taylor & Scurfield, Inc. (collectively,
8 “Potter-Taylor”); and Charles H. Lewis (Deceased) and Jane W. Lewis (Deceased), Estate of
9 Charles H. Lewis (Deceased) and Robert Zehnder as Personal Representative of Charles H. Lewis
10 (Deceased) (collectively, “Lewises”), referred to collectively as the “Settling Parties”, by and
11 through their respective counsel, hereby stipulate as follows:

12 WHEREAS, on March 15, 2019, the Settling Parties executed the Settlement Agreement
13 and Mutual Release (“Settlement Agreement”) that provided for, among other terms, dismissal of
14 all claims and counterclaims asserted by and between the Settling Parties;

15 WHEREAS, the Settlement Agreement also provided, among other terms, that the Settling
16 Parties intended for this Court to retain jurisdiction over this Action for purposes of enforcing the
17 Settlement Agreement;

18 WHEREAS, on August 26, 2019, the Settling Parties filed a Joint Motion for Good Faith
19 Settlement Determination and Order Dismissing and Barring Claims (“Motion”) that included
20 among its exhibits the Settling Parties’ executed Settlement Agreement (ECF 551);

21 WHEREAS, on October 17, 2019, this Court granted the Settling Parties’ Motion (the
22 “Order”) (ECF 554) and thereby, among other things, dismissed with prejudice all pending claims
23 and cross-claims against the Settling Parties in the above-entitled Action and barred all claims
24 and future claims for contribution or indemnity arising out of the facts alleged in the Plaintiffs’
25 Second Amended Complaint;

26 WHEREAS, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), and consistent
27 with the Settlement Agreement and the Order, the Settling Parties seek dismissal with prejudice
28 of this Action in its entirety;

1 WHEREAS, there are required payments and other obligations yet to be satisfied under
2 the Settlement Agreement;

3 WHEREAS, the Settling Parties request that this Court retain jurisdiction to enforce the
4 Settlement Agreement, notwithstanding dismissal with prejudice of the Action;

5 IT IS HEREBY STIPULATED AND AGREED, by and between the Settling Parties in
6 this Action, through their respective undersigned legal counsel, and pursuant to Federal Rule of
7 Civil Procedure 41(a)(1)(A)(ii) that all of the claims and counterclaims that were asserted or that
8 could have been asserted in this Action be dismissed with prejudice, with each party to bear its
9 own attorneys' fees and costs, provided that this Court retains exclusive jurisdiction to enforce the
10 terms and conditions of the Settlement Agreement, notwithstanding this dismissal herein.

11 Dated: December 3, 2019

HARTMAN KING PC

12
13 By: /s/ Jennifer Hartman King
14 Jennifer Hartman King
15 Attorneys for City of Davis

16 Dated: December 3, 2019

LAW OFFICES OF FRANCIS M. GOLDSBERRY

17 By: /s/ Francis M. Goldsberry (as authorized on Dec. 3, 2019)
18 Francis M. Goldsberry
19 Attorneys for Potter-Taylor & Co.; Potter, Long, Adams &
20 Taylor, Ltd.; Davis Center; Potter-Taylor, Inc. and Potter
Taylor & Scurfield, Inc.

21 Dated: December 3, 2019

KOELLER, NEBEKER, CARLSON & HALUCK, LLP

22 By: /s/ Peter Dye (as authorized on Dec. 3, 2019)
23 Peter Dye
24 Attorneys for The Davis Center, LLC; Emily A. Stover,
25 individually and as Trustee of the Stover Family Trust and
26 as Personal Representative for Melvin Stover (Deceased);
27 and Richard Albert Stinchfield, individually and as Trustee
of the Robert S. Stinchfield Separate Real Property Trust
28 and as Trustee of the Barbara Ellen Stinchfield Testamentary
Trust

1 Dated: December 3, 2019

SCHUERING ZIMMERMAN & DOYLE LLP

2 By: /s/ Keith D. Chidlaw (as authorized on Dec. 3, 2019)
3 Keith D. Chidlaw

4 Attorneys for Charles H. Lewis (Deceased) and Jane W.
5 Lewis (Deceased), Robert Zehnder, as Personal
6 Representative of Charles H. Lewis, and Estate of Charles
7 H. Lewis (Deceased)

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ORDER

The Stipulation and Order for Dismissal with Prejudice with Retention of Jurisdiction by this Court for Enforcement is approved. It is hereby ordered that this Action be dismissed with prejudice, with each party to bear its own attorneys' fees and costs. This Court shall retain jurisdiction to enforce the terms and conditions of the Settlement Agreement, notwithstanding this dismissal herein. The clerk is directed to close this Action, subject to any reopening as necessary.

IT IS SO ORDERED.

Dated: December 4, 2019



WILLIAM B. SHUBB
UNITED STATES DISTRICT JUDGE