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 6 **ROEBBELEN CONTRACTING, INC.**

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10 Attorneys for Defendant  
 11 **SURFACE AMERICA, INC.**

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 14 UNITED STATES DISTRICT COURT  
 15 EASTERN DISTRICT OF CALIFORNIA

16 ROEBBELEN CONTRACTING, INC., a  
 17 California corporation,

18 Plaintiff,

19 vs.  
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21 SURFACE AMERICA, INC., a New York  
 22 corporation; and DOES 1 through 25,  
 inclusive,

23 Defendants.  
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Case No. 2:08-CV-01336 FCD-EFB

**STIPULATION OF DISMISSAL AND  
 REQUEST FOR RETENTION OF  
 JURISDICTION TO ENFORCE  
 SETTLEMENT AND ORDER**

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25 Plaintiff ROEBBELEN CONTRACTING, INC. and Defendant SURFACE AMERICA, INC.  
 26 jointly submit this Stipulation of Dismissal and Request for Retention of Jurisdiction to Enforce  
 27 Settlement in the above-captioned matter.

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**THE PARTIES STIPULATE AS FOLLOWS:**

WHEREAS, Roebbelen Contracting, Inc. commenced this Action in El Dorado County Superior Court on or about May 13, 2008;

WHEREAS, on or about June 11, 2008, Defendant Surface America, Inc. filed with this Court its Notice of Removal transferring this Action to this Court on the grounds of diversity of citizenship;

WHEREAS, this matter was stayed by the Parties' Stipulation pending alternative dispute resolution on or about June 25, 2008;

WHEREAS, Roebbelen Contracting, Inc. and Surface America, Inc. engaged in private mediation on January 25, 2012 with Mr. Randall Wulff acting as mediator in an attempt to resolve the larger dispute between the Parties, including the dispute which is the subject of this action;

WHEREAS, the Parties reached a settlement in principal at said mediation and later finalized and reduced the terms of the settlement to formal settlement documents including a Settlement Agreement; and

WHEREAS, the Parties desire to discontinue this Action, dismissing the Action with prejudice, requesting however that the Court retain jurisdiction over the Action to enforce the settlement in accordance with the terms and conditions of the Settlement Agreement entered into between the Parties, with a true and correct copy of such Settlement Agreement to be filed with a motion to enforce the terms of the settlement should such motion become necessary.

**IT IS HEREBY STIPULATED** by and between the Parties to this Action through their designated counsel:

THAT the above-captioned action be and hereby is dismissed with prejudice pursuant to FRCP 41(a)(1); and

THAT this Court retain jurisdiction over the Action to enforce the terms and conditions of the Settlement Agreement between the Parties, which by its terms is to be fully performed in early January, 2014.

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IT IS SO STIPULATED.

Dated: June \_\_\_\_\_, 2012

**LAW OFFICE OF DAVID H. BARTHOLOMEW**

By: \_\_\_\_\_  
DAVID H. BARTHOLOMEW  
Attorney for Plaintiff ROEBBELEN  
CONTRACTING, INC.

Dated: June \_\_\_\_\_, 2012

**ROGERS JOSEPH O'DONNELL**


By: \_\_\_\_\_  
AARON P. SILBERMAN  
Attorneys for Defendant SURFACE  
AMERICA, INC.

**GOOD CAUSE APPEARING THEREFORE, IT IS HEREBY ORDERED:**

THAT the above-captioned action be and hereby is dismissed with prejudice pursuant to  
FRCP 41(a)(1); and

THAT this Court retain jurisdiction over the Action to enforce the terms and conditions of the  
Settlement Agreement entered into between the Parties, a true and correct copy of which shall be filed  
by either Party in the event that a motion to enforce the terms of the Settlement Agreement becomes  
warranted.

Dated: June 19, 2012

  
\_\_\_\_\_  
MORRISON C. ENGLAND, JR  
UNITED STATES DISTRICT JUDGE