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21 Attorneys for Plaintiff
 22 BANFI PRODUCTS CORPORATION

23 UNITED STATES DISTRICT COURT
 24 EASTERN DISTRICT OF CALIFORNIA

25 BANFI PRODUCTS CORPORATION,
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 27 Plaintiff,
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 29 vs.
 30 GNEKOW FAMILY WINERY, LLC,
 31
 32 Defendant.

Case No. 2:08-CV-01796-MCE-KJM

**STIPULATION FOR DISMISSAL
 WITHOUT PREJUDICE PURSUANT TO
 F.R.C.P. 41(a)(1) AND ORDER TO RETAIN
 JURISDICTION TO ENFORCE
 SETTLEMENT AGREEMENT [FILED
 UNDER SEAL]**

Complaint Filed: 8/1/08
 Amended Complaint Filed: 10/29/08

33 IT IS HEREBY STIPULATED by and between Plaintiff BANFI PRODUCTS
 34 CORPORATION and Defendant GNEKOW FAMILY WINERY, LLC as follows:
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1 Pursuant to a separate Settlement Agreement and Release executed by the parties, the above-
2 captioned action, including all claims, counterclaims, and affirmative defenses, by the parties herein,
3 shall be dismissed without prejudice pursuant to Rule 41(a)(1)(ii) of the Federal Rules of Civil
4 Procedure, with each party to bear its own attorneys' fees, expenses and costs of suit.

5 In accordance with Local Rule 16-271(o), this Stipulation for Dismissal is filed in lieu of the
6 parties' Joint Voluntary Dispute Resolution Program Completion Report.

7 The parties request that the Court retain jurisdiction to enforce the Settlement Agreement
8 between Plaintiff and Defendant, attached hereto as Exhibit A and which is being filed under seal, by
9 issuing an Order that explicitly retains jurisdiction to enforce the Settlement Agreement and
10 incorporates the terms of the Settlement Agreement pursuant to *Kokkonen v. Guardian Life Insurance*
11 *Co. of America*, 511 U.S. 375, 381-82 (1994). A Proposed Order accompanies this Stipulation.

12 IT IS SO STIPULATED.

13
14 **SIGNATURE AND CERTIFICATION BY PARTIES AND COUNSEL**

15 Lisa Blanco Jimenez, counsel for Defendant Gnekow Family Winery, LLC, has authorized
16 counsel for Plaintiff to sign this Stipulation on her behalf.

17 DATED: April 9, 2009

18 Respectfully submitted,
19 NIXON PEABODY LLP

20 By: /s/ Talley E. McIntyre
21 Talley E. McIntyre
22 Attorneys for Plaintiff
23 BANFI PRODUCTS CORPORATION

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DATED: April 9, 2009

Respectfully submitted,
NEUMILLER & BEARDSLEE

By: /s/ Lisa Blanco Jimenez
Lisa Blanco Jimenez
Attorneys for Defendant
GNEKOW FAMILY WINERY, LLC

Banfi Products Corporation v. Gnekow Family Winery, LLC

Case No. 2:08-CV-01796-MCE-KJM

EXHIBIT A

SETTLEMENT AGREEMENT

FILED UNDER SEAL

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