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7 Attorneys for Third-Party Defendant  
 CATERPILLAR INC.  
 8 (Erroneously sued as Caterpillar, Inc.)

9  
 10 **UNITED STATES DISTRICT COURT**  
 11 **EASTERN DISTRICT OF CALIFORNIA**

12 UNITED STATES OF AMERICA,  
 13 Plaintiff,  
 14 v.  
 15 SIERRA PACIFIC INDUSTRIES, et al.,  
 16 Defendants.

Case No. 2:09-CV-02445-KJM (EFB)  
**STIPULATION AND ORDER FOR  
 DISMISSAL OF THIRD-PARTY  
 COMPLAINTS AGAINST  
 CATERPILLAR INC.**

17 AND RELATED CROSS-ACTIONS.  
 18

19  
 20 Plaintiff the United States of America, Third-Party Defendant Caterpillar Inc., and  
 21 Defendants Eunice E. Howell, W.M. Beaty and Associates, Inc. and Ann McKeever Hatch, et al.  
 22 (collectively “Defendants”), by and through their respective counsel of record, recite and  
 23 stipulate as follows:

24 **RECITALS**

25 1. **WHEREAS**, on May 26, 2010, the United States of America filed its Second  
 26 Amended Complaint against Defendants, asserting claims for negligence, liability under  
 27 California Health and Safety Code §§ 13007-13009.1 and Civil Code §§ 3287 and 3288,  
 28 negligence per se, trespass by fire, negligent supervision, and negligent hiring. The United States



1           3.       The third-party complaint attached hereto as Exhibit "B", which was filed against  
2 Caterpillar Inc. on or about January 15, 2010, by W.M. Beaty and Associates, Inc. shall be  
3 dismissed in its entirety, with prejudice;

4           4.       The third-party complaint attached hereto as Exhibit "C", which was filed against  
5 Caterpillar Inc. on January 15, 2010, by Ann McKeever Hatch, as Trustee of the Hatch 1987  
6 Revocable Trust, et al., shall be dismissed in its entirety, with prejudice; and

7           5.       Caterpillar Inc. shall bear its own attorney's fees and costs to the extent those fees  
8 and costs were incurred in defense of this action and are unrelated to its defense of the pending  
9 state court lawsuits based on the Moonlight Fire.

10           IT IS SO STIPULATED THROUGH COUNSEL OF RECORD

11  
12 DATED: June 10, 2011                   OFFICE OF THE UNITED STATES ATTORNEY

13  
14 By: /s/ Kelli L. Taylor

15   Kelli L. Taylor  
16   Todd A. Pickles  
17   Attorneys for Plaintiff  
18   UNITED STATES OF AMERICA

19  
20 DATED: June 10, 2011                   MATHENY SEARS LINKERT & JAIME, LLP

21 By: /s/ Richard Stone Linkert

22   Richard Stone Linkert  
23   Attorneys for Defendant  
24   W.M. BEATY AND ASSOCIATES, INC., ANN  
25   MCKEEVER HATCH, AS TRUSTEE OF THE  
26   HATCH 1987 REVOCABLE TRUST, ET AL.

27 DATED: June 10, 2011                   LAW OFFICES OF RUSHFORD & BONOTTO LLP

28 By: /s/ Phillip R. Bonotto

   Phillip R. Bonotto  
   Attorneys for Defendant  
   EUNICE E. HOWELL, INDIVIDUALLY AND DBA  
   HOWELL'S FOREST HARVESTING

DATED: June 10, 2011                   SEDGWICK LLP

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By: /s/ Steven D. Di Saia

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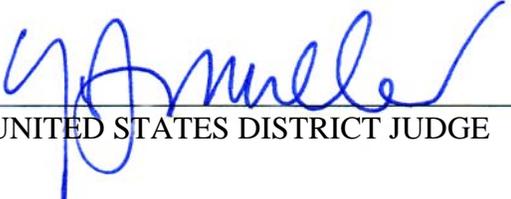
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Attorneys for Third-Party Defendant  
CATERPILLAR INC.

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**ORDER**

IT IS SO ORDERED.

Dated: June 14, 2011.

  
UNITED STATES DISTRICT JUDGE