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 Department of Corrections and Rehabilitation –
 General

11 Attorneys for Plaintiff
 Lamont Crossley

13 UNITED STATES DISTRICT COURT
 14 EASTERN DISTRICT OF CALIFORNIA

16 LAMONT CROSSLEY,
 17 Plaintiff,
 18 v.
 19 ABE NIAZI, et al.,
 20 Defendant.

Case No. 2:12-cv-02180-TLN-CKD

**JOINT STIPULATION AND ORDER
 OF DISMISSAL WITH PREJUDICE**

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1 Pursuant to Federal Rule of Civil Procedure 41(a), Plaintiff Lamont Crossley (“Plaintiff”)
2 and the California Department of Corrections and Rehabilitation (“CDCR”) (collectively, the
3 “Parties”), hereby stipulate as follows:

4 1. On August 21, 2012, Plaintiff initiated this action against Defendants Abraham Niazi,
5 R.N. and Dr. Richard P. Galloway (“Defendants”) seeking relief under 42 U.S.C. Section 1983
6 and related state law claims for personal physical injuries to Plaintiff’s right hand and events
7 related to complications from a surgery on this hand;

8 2. On August 8, 2017, Plaintiff, Defendants, and CDCR participated in a settlement
9 conference before the Honorable Kendall J. Newman and reached a final and binding agreement
10 to settle their dispute (“August 8, 2017 Settlement Agreement”) (*see* ECF Nos. 106, 110);

11 3. On October 6, 2017, Plaintiff, Defendants, and CDCR stipulated to the substitution of
12 CDCR for Defendants in this matter (*see* ECF No. 114);

13 4. On October 10, 2017, pursuant to the Joint Stipulation of Plaintiff, Defendants, and
14 CDCR, Defendants Niazi and Galloway were dismissed with prejudice and CDCR was
15 substituted in as the defendant in this action (*see* ECF Nos. 114, 115);

16 5. Plaintiff and CDCR have memorialized the August 8, 2017 Settlement Agreement in a
17 written executed settlement agreement which is hereby incorporated in full;

18 6. Pursuant to the terms of the settlement agreement, Plaintiff and CDCR desire that this
19 case be dismissed with prejudice; and

20 7. Pursuant to the terms of the settlement agreement, Plaintiff and CDCR further desire to
21 submit to the jurisdiction of the Court for purposes of implementing, interpreting or enforcing the
22 terms of the settlement between Plaintiff and CDCR.

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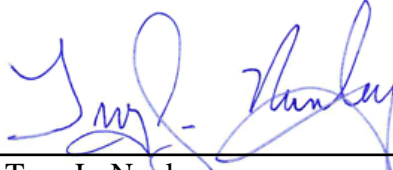
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ORDER

Pursuant to the Parties' joint stipulation and good cause appearing, this action is DISMISSED in its entirety with prejudice pursuant to the Parties' settlement agreement and Rule 41(a), with the Plaintiff and CDCR each to bear their own attorneys' fees and costs. The Court RETAINS jurisdiction over Plaintiff and CDCR and subject matter hereof for purposes of implementing, interpreting, or enforcing the terms of the settlement between Plaintiff and CDCR.

IT IS SO ORDERED.

Dated: October 19, 2017



Troy L. Nunley
United States District Judge