

1 DIANA R. LOTFI, ESQ. (SBN 252892)
FORAN GLENNON PALANDECH PONZI & RUDLOFF PC
2 450 Newport Center Drive, Suite 630
Newport Beach, CA 92660
3 Telephone: (949) 791-1060
Facsimile: (949) 791-1070
4 Email: kbutler@fgppr.com
dlotfi@fgppr.com

5
6 JAMES B. GLENNON, ESQ. (CA SBN 303134)
GEORGE D. PILJA, ESQ. (*Pro Hac Vice*)
FORAN GLENNON PALANDECH PONZI & RUDLOFF PC
7 222 N. LaSalle, Suite 1400
Chicago, IL 60601
8 Telephone: (312) 863-5000
Facsimile: (312) 863-5099
9 Email: jglennon@fgppr.com
gpilja@fgppr.com

10 Attorneys for Plaintiff THE MOUNTAIN CLUB OWNER’S
11 ASSOCIATION

12
13 UNITED STATES DISTRICT COURT
14 FOR THE EASTERN DISTRICT OF CALIFORNIA

15
16 THE MOUNTAIN CLUB OWNER’S) Case No. 2:13-CV-01835-WBS-KJN
ASSOCIATION,)
17)
Plaintiff,)
18)
vs.)
19)
GRAYBAR ELECTRIC COMPANY, INC.,)
20 and DOES 1-50,)
21)
Defendants.) TRIAL DATE: June 28, 2016
22)

23 Plaintiff, THE MOUNTAIN CLUB OWNER’S ASSOCIATION and Defendant,
24 GRAYBAR ELECTRIC COMPANY, INC. (collectively, the “Parties”) notified the court of the
25 settlement of the above entitled action.

26 In light of the settlement and anticipated dismissal, the Court entered an order
27 conditionally settling the case on March 29, 2016 (Dkt. 114) and permitting the Parties to finalize
28 the settlement by May 26, 2016.

1 The settlement has been finalized, and the Parties have filed a stipulation and request for
2 dismissal with prejudice of the above captioned matter in its entirety including any and all claims
3 set forth in The Mountain Club Owner's Association's complaint against Defendant Graybar
4 Electric Company, Inc.

5 After full consideration, the Court hereby orders the following:


6 **IT IS HEREBY ORDERED** that:

7 1. Pursuant to Federal Rules of Civil Procedure 41(a)(1)(A)(ii), the complaint filed in
8 the above captioned action by The Mountain Club Owner's Association against Defendant may
9 be dismissed with prejudice;

10 2. No award of attorneys' fees or costs, or of expert fees or costs, is or shall be made
11 in favor of any party. Rather, each party agrees to bear its own costs and attorneys' fees incurred
12 in connection with the above captioned matter and any claims dismissed therein; and,

13 3. The Court shall retain jurisdiction to enforce the terms of the Settlement
14 Agreement entered into between the Parties and to resolve any disputes relating to, or arising
15 under, the Settlement Agreement.

16 Dated: May 27, 2016


WILLIAM B. SHUBB
UNITED STATES DISTRICT JUDGE

17
18
19
20
21
22
23
24
25
26
27
28