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7 Attorneys for Defendant
 CURTIS AYERS
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11 **IN THE UNITED STATES DISTRICT COURT**
 12 **FOR THE EASTERN DISTRICT OF CALIFORNIA**
 13

14 ADVANCED BUILDING & FABRICATION,
 INC., a California Corporation, ROBERT
 15 HONAN, an individual,

16 Plaintiffs,

17 v.
 18

19 CALIFORNIA HIGHWAY PATROL, JOHN
 WILSON, an individual, CURTIS J. AYERS,
 20 an individual, and DOES 1 to 20, inclusive,

21 Defendants.
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Case No. 2:13-cv-02380-MCE-CKD

**JOINT STIPULATION AND ORDER
 FOR DISMISSAL OF ACTION
 AGAINST AYERS AND PAYMENT**

JUDGE: Hon. Morrison C. England, Jr.

TRIAL: [None]

JOINT STIPULATION AND ORDER

1
2 Plaintiffs ROBERT HONAN and ADVANCED BUILDING & FABRICATION, INC.
3 (collectively “Plaintiffs”), and Defendant CURTIS AYERS (collectively the “Parties hereto”)
4 have reached a settlement of the claims against Mr. Ayers. The settlement shall be paid by non-
5 party the California Department of Tax and Fee Administration (“CDTFA”).

6 The Parties and CDTFA hereto therefore stipulate as follows:

7 1. The Court shall order non-party California Department of Tax and Fee
8 Administration (“CDTFA”) to pay Plaintiffs, as part of the settlement of this matter and on
9 behalf of Defendant Ayers, four hundred thousand dollars (\$400,000.00) as provided by the
10 settlement agreement entered into between the Parties and CDTFA. A true and correct copy of
11 that settlement agreement is attached hereto as Exhibit A. CDTFA has joined this stipulation, as
12 reflected by its authorized signature below, and requires an order from the court for payment to
13 issue. Nothing in this stipulation is nor shall be construed as an admission of liability by any of
14 the Parties or CDTFA.

15 2. CDTFA shall forthwith pay to Plaintiffs the sum of \$400,000.00, which shall be
16 paid by a check or warrant and delivered by mail addressed as follows:

17 Robert Honan
18 Owner, Advanced Building & Metal Fabrication, Inc.
19 2810 California State Hwy. 32
Chico, CA 95973

20 3. Within five (5) court days of receipt of the \$400,000 settlement amount, Plaintiffs
21 shall, pursuant to Federal Rule of Civil Procedure 41(a), dismiss all claims against Defendant
22 Ayers with prejudice. The dismissal does not affect the claims against the other defendants
23 currently named in this action.

24 4. The Parties hereto shall bear their own attorneys’ fees and costs with respect to
25 the dismissed claims.

26 5. This stipulation shall become effective upon entry of this Court’s order thereon.

1 6. Notwithstanding dismissal of Defendant Ayers, with prejudice, this Court should
2 retain jurisdiction over the dismissed claims to enforce the terms of the Parties' and CDTFA's
3 settlement agreement.

4 Dated: _____, 2019

**WAGSTAFFE, VON LOEWENFELDT,
BUSCH & RADWICK LLP**

6 By: _____
MICHAEL VON LOEWENFELDT

8 Attorneys for Defendant
CURTIS AYERS

10 Dated: _____, 2019

ESTES LAW GROUP

12 By: _____
POLLY ESTES

14 Attorneys for Plaintiff
ROBERT HONAN AND ADVANCED
BUILDING & FABRICATION, INC.


16 Dated: _____, 2019

**CALIFORNIA DEPARTMENT OF TAX
AND FEE ADMINISTRATION**

18 By: _____
NICOLAS MADUROS, Director

20 IT IS SO ORDERED.

21 Dated: August 6, 2019

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23 _____
MORRISON C. ENGLAND, JR
24 UNITED STATES DISTRICT JUDGE