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13 Attorney for Plaintiff JOELLE SMITHSMITH

14 **IN THE UNITED STATES DISTRICT COURT**  
15 **FOR THE EASTERN DISTRICT OF CALIFORNIA**  
16 **SACRAMENTO DIVISION**

17 JOELLE STALLSMITH, on behalf of herself )  
18 and all other similarly situated, )  
19 Plaintiff, )

20 vs. )

21 LINDER PSYCHIAYRIC GROUP, INC., a )  
22 California Corporation; DAVID LINDER, )  
23 M.D., an individual; RENAE LINDER, an )  
24 individual; and DOES 1 to 100, inclusive; )  
25 Defendants )

26 **AND RELATED COUNTERCLAIM**

Case No.: No. 2:15-cv-00667-MCE-CKD

**JOINT MOTION TO DISMISS ACTION  
UPON STIPULATION**

27 ALL OF THE PARTIES TO THIS LITIGATION AND THEIR COUNSEL  
28 STIPULATE TO THE ENTRY OF THIS AGREED ORDER OF DISMISSAL

**AGREED ORDER OF DISMISSAL**

The parties hereby agree that this case has been settled and that all issues and controversies, including the Complaint and Counter-Claim, have been resolved to their mutual satisfaction. The parties request the Court to retain jurisdiction to enforce the terms of their

1 settlement agreement under the authority of *Kokkonen v. Guardian Life Insurance Company of*  
2 *America*, 511 U.S. 375, 381-82 (1994).

3 IT IS SO STIPULATED, THROUGH THE PARTIES AND THEIR COUNSEL OF RECORD.

4 Dated: January 3, 2017

**THE LAW OFFICE OF BRIAN  
CRONE/TURNER LAW GROUP**

7 By:       /s/ Brian Crone        
8 Brian Crone  
9 Erick Turner  
Attorneys for Plaintiff  
JOELLE STALLSMITH

10 Dated: January 3, 2017

**FISHER & PHILLIPS LLP**

12 By:       /s/ Alden J. Parker        
13 Alden J. Parker  
14 Attorney for Defendant

15 **IT IS HEREBY ORDERED:**

16 1. The parties shall comply with all of the terms of their confidential Settlement  
17 Agreement and Mutual Release of All Claims (“Settlement Agreement”) entered into on or about  
18 November 23, 2016.

19 2. By consent of the parties, the Court shall retain jurisdiction for the purpose of  
20 enforcing the terms of the Settlement Agreement through January 1, 2018.

21 3. Except as provided for in paragraphs 1 and 2 above, this case is dismissed, with  
22 prejudice, and each party to bear his, her or its own attorneys’ fees and costs.

23 Dated: January 6, 2017

24   
25 \_\_\_\_\_  
CAROLYN K. DELANEY  
26 UNITED STATES MAGISTRATE JUDGE  
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