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 13 TARGET CORPORATION

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 15 UNITED STATES DISTRICT COURT
 16 EASTERN DISTRICT OF CALIFORNIA

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 18 ARMANDO GOMEZ,
 19 Plaintiff,
 20 v.
 21 TARGET CORPORATION,
 22 Defendant.

Case No. 2:16-cv-01777-JAM-EFB

**STIPULATION AND ORDER OF
 DISMISSAL OF SECOND CLAIM FOR
 RELIEF FOR BREACH OF EXPRESS
 CONTRACT , WITH PREJUDICE,
 PURSUANT TO FEDERAL RULE OF
 CIVIL PROCEDURE 41(a)(1)(A)(ii)**

Complaint Filed: May 13, 2016

1 The Parties, by and through their respective attorneys of record, hereby **Stipulate and**
2 **agree**, that Plaintiff's Second Claim For Relief for "Breach of Express Contract," set forth in
3 Plaintiff's Complaint for Damages, including without limitation paragraphs 28 through 32, shall
4 be dismissed with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii).

5 DATED: September 11, 2017.

LAW OFFICES OF VICKI E. CODY

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By: /s/ _____
Vicki E. Cody

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Attorneys for Plaintiff
ARMANDO GOMEZ

10 DATED: September 11, 2017.

DAVIS WRIGHT TREMAINE LLP

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By: /s/ _____
Michael A. Aparicio

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Attorneys for Defendant
TARGET CORPORATION

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ORDER

Pursuant to the Stipulation of the Parties, IT IS HEREBY ORDERED that the second claim for relief, for “Breach of Express Contract”, set forth in paragraphs 28 through 32 of the Complaint for Damages filed by Plaintiff Armando Gomez against Defendant Target Corporation, shall be DISMISSED WITH PREJUDICE. Plaintiff shall not pursue any claim, damage or injury arising out of or asserting the existence and/or breach of any express contract allegedly entered into between Plaintiff and Target Corporation.

IT IS SO ORDERED.

DATED: September 12, 2017

/s/ John A. Mendez

John A. Mendez
UNITED STATES DISTRICT COURT JUDGE