

1 BRIAN D. BERTOSSA, ESQ. (SBN 138388)  
[bbertosa@cookbrown.com](mailto:bbertosa@cookbrown.com)  
2 STEPHEN R. McCUTCHEON, JR., ESQ. (SBN 191749)  
[smccutcheon@cookbrown.com](mailto:smccutcheon@cookbrown.com)  
3 COOK BROWN, LLP  
2407 J STREET, SECOND FLOOR  
4 SACRAMENTO, CALIFORNIA 95816  
TELEPHONE NO.: 916-442-3100  
5 FACSIMILE NO.: 916-442-4227

6 Attorneys for Plaintiffs  
UNITED STATES OF AMERICA for the use and benefit of  
7 SHEPHARD MECHANICAL CONTRACTORS, INC., and  
SHEPHARD MECHANICAL CONTRACTORS, INC.  
8

9 UNITED STATES DISTRICT COURT  
10 EASTERN DISTRICT OF CALIFORNIA – SACRAMENTO DIVISION  
11

12 THE UNITED STATES OF AMERICA, for  
the use and benefit of SHEPHARD  
13 MECHANICAL CONTRACTORS, INC., a  
California Corporation, and SHEPHARD  
14 MECHANICAL CONTRACTORS, INC.,

15 Plaintiffs,

16 v.

17 K.O.O. CONSTRUCTION, INC., a California  
Corporation; TRAVELERS CASUALTY  
18 AND SURETY COMPANY OF AMERICA, a  
Connecticut Corporation,  
19

20 Defendants.

21 AND RELATED ACTION  
22

Case No.: 2:17-CV-00094-KJN

Related Case No. 2:17-CV-01425-TLN-JKN

**STIPULATION AND ORDER TO  
DISMISS WITH PREJUDICE**

23 Pursuant to Fed. R. Civ. P. 41(a)(1)(A), plaintiff/counterdefendant United States for  
24 the use and benefit of SHEPHARD MECHANICAL CONTRACTORS, INC., and  
25 SHEPHARD MECHANICAL CONTRACTORS, INC. (“SHEPHARD”), defendant  
26 TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA (“Travelers”),  
27 defendant/counterclaimant K.O.O. CONSTRUCTION, INC. (“K.O.O.”), by and through  
28 their undersigned counsel, hereby stipulate and agree as follows:

**STIPULATION FOR DISMISSAL  
Case No. 2:17-CV-00094-JAM-KJN**

1           1.     All claims arising out of or relating to this action have been compromised  
2 and settled;

3           2.     This dismissal shall in no way affect the legal and equitable claims of  
4 Travelers against KOO and/or its indemnitors, nor any defenses thereto; and

5           3.     This action is DISMISSED WITH PREJUDICE in its entirety and each party  
6 shall bear its own costs and fees.

7 DATED: February 2, 2018

COOK BROWN, LLP

8

9 By:           /s Stephen R. McCutcheon, Jr.            
STEPHEN R. McCUTCHEON, JR.  
Attorneys for Plaintiffs UNITED STATES  
10 OF AMERICA for the Use and Benefit of  
11 SHEPHARD MECHANICAL  
CONTRACTORS, INC., and SHEPHARD  
MECHANICAL CONTRACTORS, INC.

12 DATED: February 2, 2018

LAW OFFICE OF JOHN H. GUIN, PLLC

13

14 By:           /s John H. Guin                            
JOHN H. GUIN  
15 Attorney for Plaintiff UNITED STATES  
OF AMERICA for the Use and Benefit of  
16 DKB, INC.

17 DATED: February 2, 2018

REYNOLDS MADDUX WOODWARD, LLP

18

19 By:           /s Arthur G. Woodward                    
ARTHUR G. WOODWARD  
20 Attorneys for Defendant K.O.O.  
CONSTRUCTION, INC.

21

22 DATED: February 2, 2018

SALAMIRAD, MORROW, TIMPANE  
& DUNN LLP

23

24 By:           /s Edward R Stepans                    
EDWARD R. STEPANS  
25 Attorneys for Defendant TRAVELERS  
CASUALTY AND SURETY COMPANY  
26 OF AMERICA

27


28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**ORDER**

PURSUANT TO STIPULATION, IT IS ORDERED.

Dated: March 6, 2018

  
KENDALL J. NEWMAN  
UNITED STATES MAGISTRATE JUDGE