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7 Attorneys for Plaintiff
 MYRTLE STREET FLATS LLC, d/b/a Sunrise
 8 Properties
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10 **UNITED STATES DISTRICT COURT**
 11 **EASTERN DISTRICT OF CALIFORNIA**

12 MYRTLE STREET FLATS LLC, d/b/a Sunrise
 13 Properties,

14 Plaintiff,

15 v.

16 CITY OF VALLEJO, a public entity,
 17 VINCENT SPROETE, an individual, JACK
 18 McARTHUR, an individual, DANIEL E.
 19 KEEN, an individual, LONELL BUTLER, an
 individual, ROBERT CHAMBERS, an
 20 individual, MICHELLE HIGHTOWER, an
 individual, EMERGENCY CONSTRUCTION
 21 SERVICES, INC., a California corporation, and
 DOES 1-25

22 Defendants.
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Case No. 2:17-cv-01662-JAM-KJ

**STIPULATION DISMISSING CLAIMS
 AGAINST CITY OF VALLEJO WITH
 PREJUDICE; ORDER GRANTING
 STIPULATION**

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STIPULATION

Myrtle Street Flats LLC d/b/a/ Sunrise Properties (“Sunrise”), on the one hand, and City of Vallejo (“Vallejo”) on the other hand, through their attorneys of record who are authorized to sign this stipulation on their behalves, hereby stipulate as follows:

WHEREAS, Sunrise and Vallejo entered into a settlement agreement with an effective date of July 15, 2021, the terms of which are incorporated into this stipulation by reference (the “Settlement Agreement”);

WHEREAS, Vallejo has performed its initial payment obligation pursuant to the Settlement Agreement;

WHEREAS the Settlement Agreement provides that Sunrise’s claims against Vallejo shall therefore be dismissed with prejudice, with each party to bear its own costs and attorneys’ fees; and

WHEREAS the settlement agreement provides that this Court shall retain jurisdiction for the purposes of enforcing the terms of this Settlement Agreement;

NOW THEREFORE, it is STIPULATED as follows:

1. Sunrise’s claims against Vallejo are dismissed with prejudice.
2. Sunrise and Vallejo shall each bear their own costs and fees related to their dispute.
3. This stipulated dismissal is expressly conditioned upon the Court retaining jurisdiction for the purposes of enforcing the terms and conditions of the Settlement Agreement, as reflected in the proposed order below.

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DATED: September 22, 2021

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

By: /s/ Frank Busch
FRANK BUSCH
Attorneys for Plaintiff
MYRTLE STREET FLATS LLC
d/b/a Sunrise Properties

DATED: September 22, 2021

CITY OF VALLEJO

By: /s/ Katelyn Knight (as authorized on 9/17/21)
KATELYN KNIGHT
Attorneys for Defendant
CITY OF VALLEJO

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ORDER

PURSUANT TO STIPULATION, the Court hereby orders as follows:

1. Sunrise’s claims against Vallejo are dismissed with prejudice.
2. Sunrise and Vallejo shall each bear their own costs and fees related to their dispute.
3. This dismissal is expressly conditioned upon the Court retaining jurisdiction for the purposes of enforcing the terms and conditions of the Settlement Agreement, which the Court hereby does.

IT IS SO ORDERED.

Dated: September 22, 2021

/s/ John A. Mendez

THE HONORABLE JOHN A. MENDEZ
UNITED STATES DISTRICT COURT JUDGE