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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**
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13 MYRTLE STREET FLATS LLC, d/b/a Sunrise
Properties,
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15 Plaintiff,
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17 v.
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19 CITY OF VALLEJO, a public entity,
VINCENT SPROETE, an individual, JACK
McARTHUR, an individual, DANIEL E.
KEEN, an individual, LONELL BUTLER, an
individual, ROBERT CHAMBERS, an
individual, MICHELLE HIGHTOWER, an
individual, EMERGENCY CONSTRUCTION
SERVICES, INC., a California corporation, and
DOES 1-25
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22 Defendants.
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Case No. 2:17-cv-01662-JAM-KJ

**STIPULATION DISMISSING CLAIMS
AGAINST EMERGENCY
CONSTRUCTION SERVICES, INC.
WITH PREJUDICE; ORDER
GRANTING STIPULATION**

STIPULATION

Myrtle Street Flats LLC d/b/a/ Sunrise Properties (“Sunrise”), on the one hand, and Emergency Construction Services, Inc. (“ECS”) 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 ECS entered into a settlement agreement with an effective date of February 1, 2019, the terms of which are incorporated into this stipulation by reference (the “Settlement Agreement”);

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

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

WHEREAS the Settlement Agreement does not in any way limit or resolve Sunrise’s claims against any other Defendant in this action; 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 ECS are dismissed with prejudice.
2. Sunrise and ECS shall each bear their own costs and fees related to their dispute.
3. This stipulated dismissal is expressly conditioned upon the Court retaining jurisdiction over ECS 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: March 22, 2019

**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: March 22, 2019

POOLE & SHAFFERY, LLP

By: /s/ Hunt C. Braly (authorized 3/22/19)
HUNT C. BRALY
JOHN H. SHAFFERY
JASON BENKNER
Attorneys for Defendant
EMERGENCY CONSTRUCTION SERVICES,
INC.

ORDER

PURSUANT TO STIPULATION, the Court hereby orders as follows:

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

IT IS SO ORDERED.

DATED: 3/22/2019

/s/ John A. Mendez

HON. JOHN A. MENDEZ

U. S. DISTRICT COURT JUDGE