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6 Attorneys for Plaintiff
 CROCKER ELECTRIC INCORPORATED

8 UNITED STATES DISTRICT COURT
 9 EASTERN DISTRICT OF CALIFORNIA

10 CROCKER ELECTRIC
 11 INCORPORATED, a California
 corporation,

12 Plaintiff,

13 v.

14 LTF CONSTRUCTON COMPANY,
 15 LLC, a Delaware limited liability
 company, LTF REAL ESTATE
 16 COMPANY, INC., a Minnesota
 corporation, and DOES 1-25, inclusive,

17 Defendants.

Case No. 2:18-CV-00874-TLN-AC

**JOINT STIPULATION OF DISMISSAL
 WITHOUT PREJUDICE AND ORDER**

District Court Judge: Hon. Troy L. Nunley

Courtroom: 2

Magistrate Judge: Hon. Allison Claire

Courtroom: 26

Action Removed: April 10, 2018

Trial Date: TBD

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 20 Plaintiff Crocker Electric Incorporated (hereinafter, the “Plaintiff”) and Defendants LTF
 21 Construction Company, LLC and LTF Real Estate Company, Inc. (collectively, the “Defendants”)
 22 (Plaintiffs and Defendants are collectively referred to herein as the “Parties”) hereby agree and
 23 stipulate as to the dismissal of the above-referenced action without prejudice, as follows:

RECITALS

24
 25 WHEREAS, on March 9, 2018, Plaintiff filed a Complaint in the Superior Court of the State
 26 of California, for the County of Sacramento, entitled *Crocker Electric Incorporated v. LTF*
 27 *Construction Company, LLC, et al.*, Case No. 34-2018-00228763, asserting five (5) causes of action
 28 against Defendants for (1) Breach of Written Contract; (2) Breach of the Implied Covenant of Good

1 Faith and Fair Dealing; (3) Unjust Enrichment/Quantum Meruit; (4) Unfair Competition in Violation
2 of Cal. Bus. & Prof. Code § 17200, *et seq.*; and (5) Declaratory Relief (Cal. Code Civ. Proc. § 1060)
3 (hereinafter, the “State Court Action”);

4 WHEREAS, on March 19, 2018, Plaintiff personally served Defendants with Summons,
5 Complaint, Notice of Case Management Conference, Order to Appear, and Alternative Dispute
6 Resolution Information Package in connection with the State Court Action.

7 WHEREAS, on April 10, 2018, Defendants removed the State Court Action to the United
8 States District Court for the Eastern District of California predicated on diversity jurisdiction of the
9 parties pursuant to 28 U.S.C. §§ 1332, 1441(a) and (b);

10 WHEREAS, on April 17, 2018, Defendants filed a Motion to Compel Arbitration and
11 Dismiss Complaint, Or, In the Alternative, Stay the Action;

12 WHEREAS, the Parties, by and through their respective counsel of record herein, have
13 agreed to participate in alternative dispute resolution proceedings in order to minimize the costs of
14 litigation and to attempt resolution of this dispute.

15 **STIPULATION**

16 THEREFORE, BE IT RESOLVED, in consideration of the foregoing, the Parties agree and
17 stipulate as follows:

18 1. Pursuant to Rule 41(a)(1)(A)(ii) Federal Rule of Civil Procedure, the Parties jointly
19 stipulate to the voluntary dismissal of this action without prejudice;

20 2. The Parties shall participate in non-binding mediation to occur within the State of
21 California on or before August 31, 2018 involving a third-party neutral who is mutually acceptable
22 to them, with Plaintiff paying half the cost of the mediation and Defendants paying the other half.
23 Unless otherwise agreed, such mediation shall be governed by the Construction Industry Arbitration
24 Rules and Mediation Procedures of the American Arbitration Association.

25 3. Insofar as the Parties are unable to resolve Plaintiff’s claims during the mediation
26 discussed above, Plaintiff’s claims shall be resolved by arbitration with venue for such arbitration to
27 be in Hennepin or Carver County, Minnesota. The parties will attempt to agree on the precise
28 location for such arbitration and, if they cannot agree, the Parties agree that the arbitrator(s) may

1 select the precise location so long as it is in Hennepin or Carver County, Minnesota. All other terms
2 and conditions for such arbitration shall be in accordance and consistent with the Parties' April 4,
3 2016 Subcontract, Exhibit B (General Conditions), Paragraph 11.

4
5 **IT IS SO STIPULATED AND AGREED.**

6
7 Dated: May 7, 2018

PALMER KAZANJIAN WOHL HODSON LLP

/s/ Samuel J. Maselli

8 By: _____

9 Christopher F. Wohl
10 Samuel J. Maselli
11 Attorneys for Plaintiff
12 Crocker Electric Incorporated

13 Dated: May 1, 2018

DORSEY & WHITNEY LLP

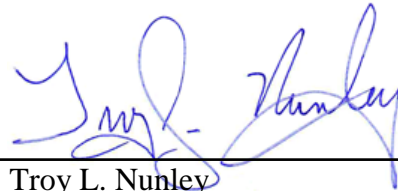
/s/ Bryan M. McGarry

14 By: _____

15 Bryan M. McGarry
16 Attorneys for Defendants
17 LTF Construction Company, LLC and
18 LTF Real Estate Company, Inc.

19 **IT IS SO ORDERED.**

20
21 Dated: May 7, 2018

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24 Troy L. Nunley
25 United States District Judge