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8 Attorneys for RIVERVIEW EQUIPMENT  
 9 COMPANY, LLC and JERICO PRODUCTS, INC.,  
 10 As claimants to Barge PT. POTRERO

11 UNITED STATES DISTRICT COURT  
 12 FOR THE NORTHERN DISTRICT OF CALIFORNIA

13 GREGER LEASING CORP, a Nevada  
 14 corporation,

Case No. C 05-5117 SC

15 Plaintiff,

**JOINT STIPULATION AND ~~PROPOSED~~  
 ORDER DISMISSING DEFENDANT  
 BARGE PT. POTRERO, WITH  
 PREJUDICE**

16 v.

17 Barge PT. POTRERO, official number  
 18 523213, *in rem*; TED BUHL and JANE  
 19 DOE BUHL, individually, and the marital  
 20 community composed thereof; BUHL  
 21 DIVING & SALVAGE, a sole  
 22 proprietorship, *in personam*,

23 Defendants.

24 AND ALL RELATED CROSS-ACTIONS

25 The Plaintiff Greger Leasing Corp. and Claimants for the defendant barge PT.  
 26 POTRERO, Riverview Equipment Company, LLC and Jerico Products, Inc., through their  
 27 counsel of record in this action, hereby stipulate and jointly move for entry of an order of  
 28 dismissal of Plaintiff's claims against the defendant barge PT. POTRERO, with prejudice,  
 without interest, and with the parties hereto bearing their own costs and fees, and that Claimants

1 be relieved of their duty to post security for the barge, and that such bond tendered by Claimants  
2 shall be vacated and terminated. This stipulation of Plaintiff and Claimants to dismiss the  
3 defendant barge PT. POTRERO is not intended to affect any claims or defenses between Plaintiff  
4 and defendants Ted Buhl and Jane Doe Buhl, individually, and the marital community composed  
5 thereof; or Buhl Diving & Salvage.

6  
7 Respectfully submitted,

8 Dated: July 30, 2008

JEDEIKIN, SPAULDING, MEADOWS &  
SCHNEIDER

9  
10 /S/ JOHN F. MEADOWS

John F. Meadows  
Attorneys for Plaintiff  
GREGER LEASING CORP

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12  
13 /S/ JENNIFER TOMLIN SANCHEZ

Jennifer Tomlin Sanchez  
Attorney for Claimants  
RIVERVIEW EQUIPMENT COMPANY, LLC and  
JERICO PRODUCTS, INC.,  
As Claimants to Barge PT. POTRERO

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18 Jennifer Tomlin Sanchez attests that concurrence in the filing of this document has been  
19 obtained from John F. Meadows.

20  
21 **ORDER**

22 WHEREFORE, the Court having been advised that Plaintiff Greger Leasing Corp. and  
23 Claimants for the defendant barge PT. POTRERO, Riverview Equipment Company, LLC and  
24 Jerico Products, Inc., have stipulated and jointly moved for an order dismissing Plaintiff's claims  
25 against the defendant barge PT. POTRERO, it is hereby

26 ORDERED that pursuant to Rule 41(a) of the Federal Rules of Civil Procedure, the  
27 claims of Plaintiff Greger Leasing Corp. against defendant barge PT. POTRERO, together with  
28 all claims that could have been asserted by the Plaintiff against the defendant barge PT.

1 POTRERO with respect to the matters set forth in the complaint in this action, are hereby  
2 dismissed with prejudice; and it is further

3 ORDERED that each party hereto shall bear its own costs and fees; and it is further

4 ORDERED that no interest shall accrue; and it is further

5 ORDERED that the Claimants are relieved of their duty to post security and the bond  
6 tendered by Claimants for release of the barge from this Court's custody is vacated and  
7 terminated.

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9 IT IS SO ORDERED.

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11 Dated: 9/3/08



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Honorable Judge Samuel Conti  
United States District Court Judge

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