

1 DENNIS J. HERRERA, State Bar #139669
 City Attorney
 2 ELIZABETH S. SALVESON, State Bar #83788
 Chief Labor Attorney
 3 JONATHAN ROLNICK, State Bar #151814
 RAFAL OFIERSKI, State Bar #194798
 4 Deputy City Attorneys
 1390 Market Street, Fifth Floor
 5 San Francisco, CA 94102
 Tel: (415) 554-3859
 6 Fax: (415) 554-4248
 Attorneys for Defendant
 7 CITY AND COUNTY OF SAN FRANCISCO

8 Daniel H. Bromberg (SBN 242659)
 QUINN EMANUEL URQUHART & SULLIVAN, LLP
 9 555 Twin Dolphin Drive 5th Floor
 Redwood Shores, CA 94065
 10 Tel: (650) 801-5000
 11 Fax: (650) 801-5100
 Attorneys for Plaintiff JON GRAY

12 Lawrence D. Murray (SBN 77536)
 MURRAY & ASSOCIATES
 13 1781 Union Street
 San Francisco, CA 94123
 14 Tel: (415) 673-0555
 15 Fax: (415) 928-4084
 ATTORNEYS FOR PLAINTIFFS (Except Jon Gray)

16
 17 **UNITED STATES DISTRICT COURT**
 18 **NORTHERN DISTRICT OF CALIFORNIA**

19 MARCY AMBAT, et al.,

20 Plaintiffs,

21 vs.

22 CITY AND COUNTY OF SAN
 23 FRANCISCO, et al.,

24 Defendants.

Case No. C 07-3622 SI

**AMENDED STIPULATED DISMISSAL
 OF ACTION WITH PREJUDICE
 PURSUANT TO FRCP 41 AND ORDER
 FOR DISMISSAL WITH PREJUDICE
 WITH RETENTION OF
 JURISDICTION TO DISTRIBUTE
 SETTLEMENT AMONGST
 PLAINTIFFS**

CMC DATE: January 22, 2016
 Time: 3:00 p.m.
 Judge: Hon. Susan Illston
 Place: Courtroom #10
 19th Floor

1 **I. STATUS OF CASE AND REQUEST FOR DISMISSAL WITH PREJUDICE**

2 The parties have agreed to settle this matter. The Settlement Agreement has been fully
3 executed by all plaintiffs that remain in this action and by the Sheriff of San Francisco. The
4 settlement has been approved by the San Francisco Board of Supervisors and the Mayor of San
5 Francisco, and the payments called for by the Settlement Agreement have been made.

6 Paragraph 9 of the Settlement Agreement states that within three (3) court days after both
7 receiving a fully executed copy of the agreement and being notified that the agreement has been
8 approved by the San Francisco Board of Supervisors, plaintiffs will dismiss this action in its entirety
9 and with prejudice by filing a “Stipulated Dismissal With Prejudice” pursuant to FRCP 41.

10 Therefore, pursuant to the Settlement Agreement of the parties, the parties file this stipulated
11 dismissal with prejudice and request that this Court dismiss this action with prejudice.

12 The parties also stipulate that this court will retain jurisdiction for the sole purpose of
13 supervising, if needed, enforcement the provisions of the Settlement Agreement regarding
14 distribution of the settlement award among the individual plaintiffs.

15 DENNIS J. HERRERA
16 City Attorney
17 ELIZABETH SALVESON
18 Chief Labor Attorney
19 JONATHAN ROLNICK
20 Deputy City Attorney
21 RAFAL OFIERSKI
22 Deputy City Attorney

23 January 26, 2016

24 By: /s/ Jonathan Rolnick
25 JONATHAN ROLNICK
26 Attorneys for Defendant
27 CITY AND COUNTY OF SAN FRANCISCO

28 QUINN EMANUEL URQUHART & SULLIVAN

January 26, 2016

By: /s/ Daniel Bromberg
DANIEL BROMBERG
Attorneys for Plaintiff JON GRAY

MURRAY & ASSOCIATES

January 26, 2016

By: /s/Lawrence D. Murray
LAWRENCE MURRAY
Attorney for PLAINTIFFS (Except Jon Gray)

