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Counter Defendant and Counter Claimant KFD Enterprises, Inc.,
a California corporation dba Norman’s Dry Cleaner, and Third-Party
Defendant Kenneth Daer

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

KFD ENTERPRISES, INC., a California
corporation dba Norman’s Dry Cleaner;

Plaintiffs,

v.

CITY OF EUREKA,

Defendants.

Case No.: CV-08-4571 MMC

**KFD ENTERPRISE, INC. AND CITY OF
EUREKA’S STIPULATED, MUTUAL
DISMISSAL WITHOUT PREJUDICE
PURSUANT TO FEDERAL RULES OF
CIVIL PROCEDURE, RULE 41(A) AND (C)**

RELATED CROSS AND COUNTER-CLAIMS

Plaintiff KFD Enterprise, Inc. and Defendant Kenneth Daer (collectively herein as “KFD”),
and the City of Eureka (the “City”) hereby file this stipulated dismissal, mutual dismissal of claims
without prejudice in the above-referenced matter pursuant to Federal Rules of Civil Procedure, Rule
41(a) and (c), Northern District of California Local Rules, Rule 7.12, and the terms set forth herein.

1 **IT IS HEREBY STIPULATED** by and between KFD and the City (collectively herein as
2 the “Parties”), by and through their respective counsel, having entered into settlement agreements
3 that resolve all causes of action asserted by the Parties against each other in this action:

4 WHEREAS, KFD filed its currently operative Fourth Amended Complaint in this matter on
5 January 21, 2011;

6 WHEREAS, the City filed its currently operative Fourth Amended Counter-Claim and
7 Cross-Claim on December 10, 2010;

8 WHEREAS, each party to this action aside from KFD and the City have previously been
9 dismissed by way of the Court’s finding of good faith settlement or dispositive motion;

10 WHEREAS, pursuant to the terms set forth in the settlement agreement among the Parties
11 and contingent upon the City’s mutual dismissal, KFD hereby dismisses **WITHOUT PREJUDICE**
12 its entire action, and all claims encompassed therein, against the City, pursuant to Federal Rules of
13 Civil Procedure, Rule 41(a);

14 WHEREAS, pursuant to the terms set forth in the settlement among the Parties and
15 contingent upon KFD’s mutual dismissal, the City hereby dismisses **WITHOUT PREJUDICE** its
16 entire action, and all claims encompassed therein, against KFD, pursuant to Federal Rules of Civil
17 Procedure, Rule 41(a) and (c);

18 WHEREAS, the foregoing dismissals are voluntary and shall not operate as an adjudication
19 on the merits under Federal Rules of Civil Procedure, Rule 41;

20 WHEREAS, each party is to bear its own costs and attorneys’ fees; and,

21 WHEREAS, this Court shall retain jurisdiction over the Parties for purposes of enforcing the
22 settlement agreement reached by and between the Parties;

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1 THEREFORE, the Parties hereby stipulate and respectfully request this Court enter an Order
2 dismissing WITHOUT PREJUDICE KFD's entire action, and all claims encompassed therein
3 against the City, as well as all of the City's entire action, and all counter-claims encompassed therein
4 against KFD.

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7 Dated: October 17, 2014

GREBEN & ASSOCIATES

8 /s/ Jan Greben

9 JAN A. GREBEN

BRETT A. BOON

10 Attorneys for Plaintiff, Cross-Defendant, Third
11 Party Defendant, Counter Defendant and
12 Counter Claimant KFD Enterprises, Inc., a
13 California corporation dba Norman's Dry
14 Cleaner, and Third-Party Defendant Kenneth
15 Daer

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18 Dated: October 17, 2014

DAVIDOVITZ & BENNETT LLP

19 /s/ Charles Bolcom

20 CHARLES BOLCOM

21 Defendant, Third Party Plaintiff,
22 Counterclaimant CITY OF EUREKA
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~~PROPOSED~~ ORDER

The Parties having stipulated and agreed, and good cause appearing, IT IS HEREBY ORDERED THAT:

1. KFD and the City hereby mutually dismiss all respective claims pled in the above captioned case against each other WITHOUT PREJUDICE;
2. The foregoing dismissals are voluntary and shall not operate as an adjudication on the merits under Federal Rules of Civil Procedure, Rule 41; and,
3. Each party shall bear its own costs and attorneys' fees.

IT IS FURTHER ORDERED that this Court shall retain jurisdiction over the Parties for purposes of enforcing the settlement agreement reached by and between the Parties in the above captioned case.

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: 10/20, 2014



HONORABLE SAMUEL CONTI
United States District Court Judge
Northern District of California