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7 Attorneys for Cross-Claimant CARRIX, INC. and SSA MARINE (erroneously served as  
 8 SSA Marine, International)

9 UNITED STATES DISTRICT COURT  
 10 NORTHERN DISTRICT OF CALIFORNIA

11 TRAVELERS INDEMNITY COMPANY )  
 12 OF CONNECTICUT; MARINPAK MPK )  
 13 SONOMA, INC., )

14 Plaintiffs,

15 vs.

16 COLMA DRAYAGE, INC.; DEVINCENZI )  
 17 TRUCKING, INC.; FREDRICK )  
 18 SHUMATE dba SHUMATE )  
 19 ENTERPRISES, LLC; and DOES 1-20, )  
 20 inclusive, )

21 Defendants.

22 SSA MARINE, INC.

23 Cross-Claimant,

24 vs.

25 HAPAG-LLOYD (AMERICA), INC.,

26 Cross-Defendant.

CASE NO. 3:09-CV-03118SC  
 STIPULATION FOR DISMISSAL OF SSA  
 MARINE'S CROSS-CLAIM AGAINST  
 HAPAG-LLOYD (AMERICA), INC.;  
 [Proposed] ORDER OF DISMISSAL

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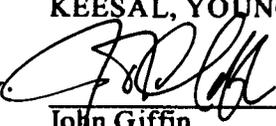
STIPULATION

The parties, by and through their counsel of record, do here by agree and stipulate as follows:

- 1. All of the original plaintiffs in this action have dismissed their claims;
- 2. The remaining parties are: cross-claimant SSA MARINE, INC. ("SSA") and cross-defendant HAPAG-LLOYD (AMERICA), INC. ("H-L").
- 3. The remaining parties have entered into a settlement of all claims asserted in this action and now wish to dismiss with prejudice all claims asserted by each cross-claimant and against each cross-defendant, subject to court approval.
- 4. Federal Rule of Civil Procedure 41 provides that no action may be voluntarily dismissed after service of an answer or motion for summary judgment by an adverse party, except upon order of the Court. The purpose of this stipulation is to advise the court of the parties' intended disposition of this matter, and to request an order approving of and entering the requested dismissal of this action.

THEREFORE, IT IS HEREBY STIPULATED, by and between the parties to this action, though their counsel of record, that all claims of and between SSA and H-L be dismissed, with prejudice, all sides to bear their own costs.

DATED: April 26, 2011

KEESAL, YOUNG & LOGAN  
BY:   
John Giffin  
Attorneys for HAPAG-LLOYD  
(AMERICA), INC.

DATED: April 5, 2011

BERENY & WALLACE  
BY:   
Joshua Bereny  
Attorneys for CROSS-CLAIMANT and  
SSA MARINE (erroneously served as SSA  
Marine, International)

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ORDER

Pursuant to the stipulation of the parties, and good cause appearing therefore,

IT IS HEREBY ORDERED that all claims of, by, and between SSA and H-L shall be and hereby are dismissed, with prejudice, all sides to bear their own costs.

IT IS SO ORDERED.

DATED: April 27, 2011

