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9 *Counsel for Plaintiff Precision Concrete Cutting, Inc.*

10 **UNITED STATES DISTRICT COURT FOR THE**
11 **NORTHERN DISTRICT OF CALIFORNIA**
12 **SAN FRANCISCO DIVISION**
13

14 PRECISION CONCRETE CUTTING, Inc., a
Utah Corporation,

15
16 Plaintiff,

17 v.

18 BRYAN PATRICK RIFLEY dba CHANNEL
ISLANDS SAWING, CO., an individual;

19 BRYAN PATRICK RIFLEY JR. dba
CHANNEL ISLANDS SIDEWALK
20 GRINDING and CHANNEL ISLANDS
SAWING, an individual, and

21 BPR, Inc., a California corporation,

22 Defendants.
23

CASE NO. C10-00310 RS

[PROPOSED] ORDER OF DISMISSAL

24 The parties have filed a Joint Motion For Dismissal. Based on the reasons provided in
25 their motion the Court finds as follows:

- 26 1. The Parties entered into a Confidential Settlement Agreement And General Release
27 (the "Settlement Agreement), a copy of which is part of this Court's record in this
28 Action as Document No. 66, filed under seal.

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2. The parties stipulated and the Court finds that the following terms of the Settlement Agreement as being germane to this Order of Dismissal, and hereby further adopts the following findings:

- a. That the terms of the Settlement Agreement are the basis for the request of dismissal of this Action;

- b. That pursuant to the Settlement Agreement, Plaintiff stipulates to a dismissal against Defendants, with prejudice, and Defendants’ stipulate to a dismissal of their counterclaims against Plaintiff, with prejudice;

- c. The Settlement Agreement requires future compliance with certain terms of the Settlement Agreement; and,

- d. That the parties have stipulated that the United States District Court for the Northern District of California shall retain jurisdiction over the Settlement Agreement.

IT IS HEREBY ORDERED:

- 1. That the parties’ request for dismissal of this case with prejudice be subject to the terms of the Settlement Agreement (Document No. 66, filed under seal) is **GRANTED**;

- 2. This Court hereby retains jurisdiction over the Settlement Agreement for all purposes, including enforcement of any of the terms thereof at the request of any

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party and resolution of any disputes that may arise relating in any way to, or arising from the implementation of the Settlement Agreement or implementation of this Order.

IT IS SO ORDERED,

Dated: 3/15/11

BY THE COURT:

Richard Seeborg
United States District Judge