

1 **THOITS, LOVE, HERSHBERGER & McLEAN**

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21 *H-D Michigan, LLC and Harley-Davidson*

22 *Financial Services, Inc.*

23 UNITED STATES DISTRICT COURT  
24 NORTHERN DISTRICT OF CALIFORNIA  
25 SAN FRANCISCO DIVISION

26 THE MCGRAW COMPANY, a California  
27 corporation; and WESTERN SERVICE  
28 CONTRACT CORP. a California corporation,  
Plaintiffs,

v.

H-D MICHIGAN, LLC, a Michigan limited  
liability company; and HARLEY-DAVIDSON  
FINANCIAL SERVICES, INC., a Delaware  
corporation,  
Defendant.

CASE NO. CV10-00539 JSW  
STIPULATION OF DISMISSAL WITH  
PREJUDICE AND [~~PROPOSED~~] ORDER  
THEREON

And Related Counterclaims.

1 Plaintiffs and Counter-Defendants, The McGraw Company and Western Service Contract  
2 Corp. (“McGraw”) and Defendants and Counter-Claimants, H-D Michigan, LLC and Harley-  
3 Davidson Financial Services, Inc. (“Harley-Davidson”) pursuant to Federal Rule of Civil  
4 Procedure 41(a)(1)(A) and the parties separate Settlement Agreement, hereby stipulate and agree  
5 that:

- 6 1. All claims and counterclaims in this action be dismissed with prejudice.
- 7 2. Each party shall bear its own costs and attorneys’ fees incurred in this matter.
- 8 3. The parties also respectfully request by stipulation that this Court retain jurisdiction  
9 over this matter solely to enforce, and pursuant to, the terms of the parties’ Settlement  
10 Agreement.

11 DATED: May 6, 2011

**THOITS, LOVE, HERSHBERGER & MCLEAN**

12  
13 By /s/ Andrew P. Holland

14 \_\_\_\_\_  
15 Andrew P. Holland  
16 Attorneys for Plaintiffs and Counterdefendants  
17 McGraw Commercial Insurance Services and  
18 Western Service Contract Corp.

18 DATED: May 6, 2011


**PRUETZ LAW GROUP LLP**

19  
20 By /s/ Erica J. Pruetz

21 \_\_\_\_\_  
22 Erica J. Pruetz  
23 Attorneys for Defendant and Counterclaimants  
24 H-D Michigan, LLC and Harley-Davidson-  
25 Financial Services, Inc.

1 PURSUANT TO STIPULATION, IT IS SO ORDERED:  
2

3 DATED: May 9, 2011  
4

5   
6 \_\_\_\_\_  
7 HON. JEFFREY S. WHITE  
8 United States District Judge  
9

10 **Declaration of Consent**

11 Pursuant to General Order No. 45, Section X(B) regarding signatures, I attest under  
12 penalty of perjury that concurrence in the filing of this document has been obtained from Andrew  
13 P. Holland.  
14

15 DATED: May 6, 2011

**PRUETZ LAW GROUP LLP**

17 By /s/ Erica J. Pruetz

18 \_\_\_\_\_  
19 Erica J. Pruetz  
20 Attorneys for Defendant and Counterclaimants  
21 H-D Michigan, LLC and Harley-Davidson-  
22 Financial Services, Inc.  
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