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12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA

14 BOARD OF TRUSTEES OF THE
15 PLASTERING INDUSTRY WELFARE TRUST
16 FUND; BOARD OF TRUSTEES OF THE
17 NORTHERN CALIFORNIA PLASTERING
18 INDUSTRY PENSION TRUST FUND; BOARD
19 OF TRUSTEES OF THE OPERATIVE
20 PLASTERERS LOCAL UNION NO. 66
21 SUPPLEMENTAL RETIREMENT BENEFIT
22 FUND; BOARD OF TRUSTEES OF THE
23 OPERATIVE PLASTERERS LOCAL UNION
24 NO. 66 JOURNEYMAN AND APPRENTICE
25 TRAINING TRUST FUND; and BOARD OF
26 TRUSTEES OF THE PLASTERING
27 INDUSTRY LABOR-MANAGEMENT
28 COOPERATION COMMITTEE TRUST
29 FUND;

30 Plaintiffs,

31 v.

32 OAKTOWN CONSTRUCTION, INC.,
33 Defendant.

34) Case No. CV 11-1448 MEJ

35) ~~PROPOSED~~ ORDER OF
36) CONDITIONAL DISMISSAL
37) BASED ON SETTLEMENT
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1 The parties to this action having represented to the Court that they have settled all outstanding
2 issues in this action, this case is conditionally dismissed, subject to Defendant complying with the
3 terms of the Settlement Agreement and Stipulation for Entry of Judgment.

4 Plaintiffs may reopen the case upon showing that Defendant has defaulted under the terms of
5 the Settlement Agreement and Stipulation for Entry of Judgment. In the event of such a default, the
6 Court shall enter judgment against Defendant pursuant to the terms of the Settlement Agreement and
7 Stipulation for Entry of Judgment.

8 IT IS SO ORDERED.

9
10 Dated: November 7, 2011



MARCIA-JULIA JAMES
United States Magistrate Judge