

1 CONCHITA LOZANO-BATISTA, Bar No. 227227  
 JANNAH V. MANANSALA, Bar No. 249376  
 2 WEINBERG, ROGER & ROSENFELD  
 A Professional Corporation  
 3 1001 Marina Village Parkway, Suite 200  
 Alameda, California 94501-1091  
 4 Telephone 510.337.1001  
 Fax 510.337.1023

5 Attorneys for Plaintiff

6  
 7 UNITED STATES DISTRICT COURT  
 8 NORTHERN DISTRICT OF CALIFORNIA  
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10 THE BOARD OF TRUSTEES, in their ) No. CV 11-3473 SI  
 11 capacities as Trustees of the LABORERS )  
 HEALTH AND WELFARE TRUST FUND )  
 12 FOR NORTHERN CALIFORNIA; ) **STIPULATION AND [PROPOSED]**  
 LABORERS VACATION-HOLIDAY TRUST ) **ORDER**  
 13 FUND FOR NORTHERN CALIFORNIA; )  
 LABORERS PENSION TRUST FUND FOR )  
 14 NORTHERN CALIFORNIA; and LABORERS )  
 TRAINING AND RETRAINING TRUST )  
 15 FUND FOR NORTHERN CALIFORNIA, )  
 )  
 16 Plaintiff, )  
 )  
 17 v. )  
 )  
 18 MCENTIRE LANDSCAPING, INC., A )  
 California Corporation, )  
 19 )  
 Defendant. )  
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1 Plaintiffs and Defendant (“the Parties”) previously entered into a settlement agreement in  
2 this matter, causing the Parties to request voluntary dismissal of the action in April 2012. The  
3 Court accordingly dismissed the action without prejudice and retained jurisdiction over this matter  
4 pursuant to the parties’ stipulation via its Order issued on April 11, 2012. The Court retained  
5 jurisdiction through April 31, 2015 pursuant to the Parties’ stipulation.

6 On January 20, 2015, Plaintiffs filed a motion to enforce the settlement agreement. Since  
7 the motion was filed, the Parties entered into a second settlement agreement and thus resolved the  
8 dispute described in the motion to enforce settlement agreement. A condition of the second  
9 settlement agreement, however, is that the Court continue to retain its jurisdiction of this matter, so  
10 that Plaintiffs may enforce the second settlement agreement.

11 The parties therefore respectfully request that the Court maintain jurisdiction over this case  
12 for thirty-six (36) months from the date the second settlement agreement was executed, February  
13 23, 2015, to interpret and enforce the settlement agreement.

14 A Motion to Enforce Settlement has been scheduled for March 13, 2015, at 9:00 a.m. The  
15 parties also request that said Motion be vacated.

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17 Dated: February 24, 2015

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WEINBERG, ROGER & ROSENFELD  
A Professional Corporation

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By: /s/ Jannah V. Manansala  
JANNAH V. MANANSALA  
Attorneys for Plaintiff

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22 Dated: February 24, 2015

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CARR, KENNEDY, PETERSON & FROST

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By: /s/ Benjamin Kennedy  
BENJAMIN KENNEDY  
Attorneys for Defendant  
McEntire Landscaping, Inc.

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I certify that I have on file all holographic signatures corresponding to any signatures indicated by a conformed signature (/S/) within this e-filed document.

/s/ Jannah V. Manansala  
JANNAH V. MANANSALA

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**[PROPOSED] ORDER**

The parties have resolved this matter and requested that this Court maintain jurisdiction over the case. IT IS HEREBY ORDERED that this case be dismissed pursuant to the foregoing Stipulation without prejudice. The Court shall maintain jurisdiction over this case until February 23, 2018. The Motion to Enforce Settlement set for March 13, 2015, at 9:00 a.m. is hereby vacated.

Dated: 2/24/15



HONORABLE SUSAN ILLSTON  
UNITED STATES DISTRICT JUDGE