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 CITY OF NAPA and NAPA POLICE OFFICERS
 11 BRAD BAKER, NICK DALESSI and AMY HUNTER

12 UNITED STATES DISTRICT COURT
 13 NORTHERN DISTRICT OF CALIFORNIA
 14

15 SAMANDA DORGER AND GABRIELLE
 POCCIA, INDIVIDUALLY AND AS
 16 SUCCESSORS-IN-INTEREST TO THE
 ESTATE OF RICHARD POCCIA,
 17
 Plaintiffs,
 18
 v.
 19
 CITY OF NAPA; NAPA POLICE OFFICER
 20 BRAD BAKER; NAPA POLICE OFFICER
 NICK DALESSI; NAPA POLICE SERGEANT
 21 AMY HUNTER,
 22
 Defendants.

Case No. CV12-0440 WHO
**STIPULATION AND ORDER TO DISMISS
 CERTAIN DEFENDANTS AND CERTAIN
 CLAIMS WITH PREJUDICE**

23
 24 IT IS HEREBY STIPULATED by the parties hereto, through their respective undersigned
 25 attorneys of record, as follows:

26 Plaintiffs, acting by and through their counsel of record, dismiss with prejudice defendant City of
 27 Napa Police Officer Brad Baker in his individual capacity and his capacity as a Napa Police Officer
 28 employed by the City of Napa from the entire action as set forth more fully in the Third Amended

1 Complaint (TAC). The parties agree to waive their respective fees and costs relative to the prosecution
2 and defense of defendant Brad Baker.

3 Plaintiffs, acting by and through their counsel of record, dismiss with prejudice the entire Fourth
4 Claim of Relief (*Monell* Liability) in the TAC naming the defendant City of Napa and all Does 1 through
5 10 named therein and the Monell claims in all related paragraphs in the complaint including paragraphs,
6 28, 29, and 30. The parties agree to waive their respective fees and costs relative to the prosecution and
7 defense of the City of Napa from the allegations of the Fourth Claim For Relief and paragraphs specified
8 herein.

9 Plaintiffs, acting by and through their counsel of record, dismiss with prejudice the Fifth Claim
10 for Relief in the TAC seeking direct and personal liability against the City of Napa including all
11 references to the City in paragraphs 65, 66, 67, 68. The City of Napa remains as a defendant in the Fifth
12 Claim for Relief as employer of defendants Dalessi and Hunter for the alleged tortious acts of its
13 employees under the doctrine of respondeat superior as set forth in the Fifth Claim for Relief and which
14 is set forth more fully in paragraph 71. The parties agree to waive their respective fees and costs relative
15 to the prosecution and defense of the City of Napa from the allegations of the Fifth Claim For Relief as
16 specified herein.

17 Plaintiffs acting by and through their counsel of record dismiss with prejudice the Sixth Claim for
18 Relief in the TAC seeking direct and personal liability against the City of Napa including paragraphs 75
19 and 76. The City of Napa remains as a defendant in the Sixth Claim for Relief as employer of defendants
20 Dalessi and Hunter for the alleged tortious acts of its employees under the doctrine of respondeat
21 superior as set forth in the Sixth Claim for Relief as set forth more fully in paragraph 71 which in
22 incorporated therein as though more fully set forth in the Sixth Claim for Relief. The parties agree to
23 waive their respective fees and costs relative to the prosecution and defense of the City of Napa from the
24 allegations of the Sixth Claim For Relief as specified herein.

25 Plaintiffs acting by and through their counsel of record dismiss with prejudice all claims for loss
26 of economic support, past, present and future in the TAC that discuss, refer or relate to the alleged
27 wrongful death of Richard Poccia. The parties agree to waive their respective fees and costs relative to
28 the prosecution and defense of the City of Napa from the plaintiffs claims for damages of loss of

1 economic support, past, present and future in the TAC.

2 Plaintiffs acting by and through their counsel of record dismiss with prejudice all DOE
3 defendants as set forth more fully in paragraph 9 and throughout the TAC.

4 So Stipulated.

5 Dated: August 6, 2013

BERTRAND, FOX & ELLIOT

6
7
8 By: _____ /s/

Gregory M. Fox

9 Attorneys for Defendants

10 CITY OF NAPA and NAPA POLICE OFFICERS

BRAD BAKER, NICK DALESSI AND AMY

11 HUNTER

12
13 Dated: August 6, 2013

WALKUP, MELODIA, KELLY & SCHOENBERGER

14
15
16 By: _____ /s/

KHALDOUN A. BAGHDADI

17 Attorneys for Plaintiffs

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19
20 **ATTORNEY ATTESTATION**

21 I hereby attest that I have met and conferred with plaintiffs' counsel who has approved this
22 stipulation as for form and content and authorized me to file this pleading with his signatures indicated
23 by a conformed signature (“/s/”) within this E-filed document.

24 Dated: August 6, 2013

25 Gregory M. Fox

1 **ORDER**

2 Having considered the stipulated request of the parties, the Court orders as follows:

3 The Stipulation of the Parties regarding dismissal of certain defendants and claims IT IS SO
4 ORDERED and the defendants and claims specified herein in the parties stipulation are dismissed with
5 prejudice, each side to bear their own fees and costs as to these parties and claims.

6
7 IT IS SO ORDERED.

8
9 DATED: August 7, 2013



10 THE HONORABLE WILLIAM ORRICK
11 UNITED STATES DISTRICT JUDGE