

1 PHILIP M. MILLER (SBN 87877)
 2 pmiller@sjlawcorp.com
 3 ANNE BEVINGTON (SBN 111320)
 4 abevington@sjlawcorp.com
 5 SALTZMAN & JOHNSON LAW CORPORATION
 6 44 Montgomery Street, Suite 2110
 7 San Francisco, CA 94104
 8 (415) 882-7900
 9 (415) 882-9287 – Facsimile

6 Attorneys for Plaintiffs

7 Robert A. Huddleston (SBN 83662)
 8 rhuddleston@hslawllp.com
 9 Jeffrey J. Mann (SBN 253440)
 10 jmann@hslawllp.com
 11 HUDDLESTON & SIPOS LAW GROUP LLP
 12 1676 N. California Boulevard, Suite 550
 13 Walnut Creek, CA 94596
 14 (925) 947-0100
 15 (925) 947-0111 – Facsimile

12 Attorneys for Defendants

13 UNITED STATES DISTRICT COURT
 14 FOR THE NORTHERN DISTRICT OF CALIFORNIA
 15 (SAN FRANCISCO DIVISION)

16 AUTOMOTIVE INDUSTRIES PENSION
 17 TRUST FUND, JAMES H. BENO, Trustee,
 18 BILL BRUNELLI, Trustee, STEPHEN J.
 19 MACK, Trustee, CHRIS CHRISTOPHERSEN,
 20 Trustee, DON CROSATTO, Trustee, MARK
 21 HOLLIBUSH, Trustee, JON ROSELLE,
 22 Trustee, DOUG CORNFORD, Trustee, and
 23 JAMES V. CANTERBURY, Trustee,

Case No.: CV 12-1518 EMC

**STIPULATION FOR VOLUNTARY
 DISMISSAL WITH PREJUDICE;
 (PROPOSED) ORDER**

Plaintiffs,

v.

22 HUSTEAD’S, INC., a California corporation;
 23 JOE F. RUDD, individually and as Trustee of
 24 the Rudd Family Trust; MARY E. RUDD,
 25 individually and as Trustee of the Rudd Family
 26 Trust; GALE V. LARKS, an individual;
 27 CAROL A. LARKS, an individual; and DOES
 28 1 through 10,

Defendants.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

STIPULATION

IT IS HEREBY STIPULATED by the parties to this action, through their respective counsel, that pursuant to the Settlement Agreement and Release ("Settlement Agreement"), which is expressly incorporated by reference into this Stipulation for Voluntary Dismissal With Prejudice, this Court dismiss this action with prejudice, with all parties to bear their own costs and attorneys' fees, and retain jurisdiction over this matter to enforce the Settlement Agreement should any action be required to enforce the Settlement Agreement after the dismissal is entered by the Court.

IT IS SO STIPULATED.

Dated: November 1, 2012.

SALTZMAN & JOHNSON LAW CORPORATION

By: _____/S/
Anne M. Bevington
Attorneys for Plaintiffs

I, Anne M. Bevington, hereby attest, pursuant to N.D. Cal. General Order No. 45, that the concurrence to the filing of this document has been obtained from each signatory hereto.

Dated: October 31, 2012.

HUDDLESTON & SIPOS LAW GROUP LLP

By: _____/S/
Robert A. Huddleston
Attorneys for Defendant

ORDER

Pursuant to the parties' Stipulation and Settlement Agreement, the terms and conditions of which are fully incorporated herein by this reference, and good cause appearing:

IT IS HEREBY ORDERED that this matter is dismissed with prejudice, the parties to bear their own costs and attorneys' fees.

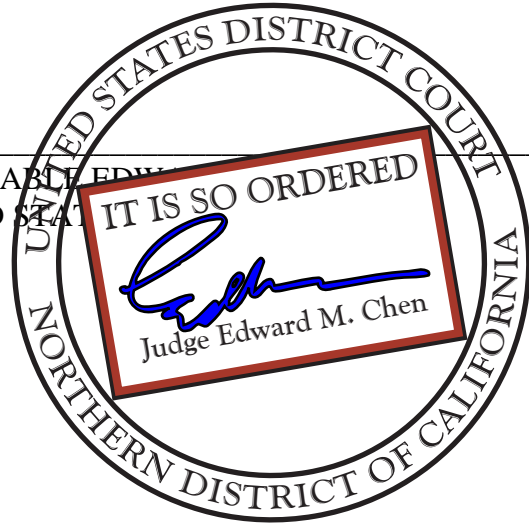
IT IS FURTHER ORDERED that this Court shall expressly retain jurisdiction over this matter to enforce the Settlement Agreement should any action be required to enforce the

1 Settlement Agreement after the dismissal with prejudice is entered by the Court. See generally
2 *Kokkonen v. Guardian Life Ins. Co. of America*, 511 US 357, 381 (1994); *Hagestad v. Tragesser*,
3 49 F.3rd 1430, 1432 (9th Cir. 1995).

4 IT IS SO ORDERED.

5 Date: 11/6/12

HONORABLE EDWARD M. CHEN
UNITED STATES DISTRICT COURT



6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28