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6 Attorneys for Defendant
 SUTTER WEST BAY HOSPITALS dba NOVATO COMMUNITY HOSPITAL

7
 8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA

10 RHIANNIN SKEELS,
 11 Plaintiff,

Case No. C 12-02175 TEH

The Honorable Thelton E.
 Henderson

12 vs.

13 **NOTICE AND STIPULATED ~~PROPOSED~~**
ORDER OF DISMISSAL OF DEFENDANT
SUTTER WEST BAY HOSPITALS DBA
NOVATO COMMUNITY HOSPITAL

14 OFFICER KENDRICK PILEGAARD,
 individually and in his capacity as a Novato
 Police Department Officer; CITY OF
 15 NOVATO, CALIFORNIA; NOVATO
 POLICE DEPARTMENT; VERONIQUE L.
 16 AU, M.D.; SUTTER WEST BAY
 HOSPITALS d.b.a NOVATO COMMUNITY
 17 HOSPITAL; COUNTY OF MARIN,
 CALIFORNIA; MARIN COUNTY
 18 SHERIFF'S OFFICE; and DOES 1 through
 50, inclusive,

Date Complaint Filed: May 1, 2012
Trial: October 14, 2014

19 Defendants.
 20 _____

21 TO THE HONORABLE JUDGE OF THE ABOVE-ENTITLED COURT, THE
 22 PARTIES AND THEIR ATTORNEYS OF RECORD:

23 On December 2, 2013, defendant Sutter West Bay Hospitals dba Novato
 24 Community Hospital (hereinafter Novato Community Hospital) served by mail on plaintiff
 25 Rhiannin Skeels an F.R.C.P. Rule 68 Offer to Compromise. In that offer, defendant
 26 Novato Community Hospital, in exchange for a dismissal with prejudice, would waive
 27 any claim for costs and right to proceed with any action for malicious prosecution


1 against plaintiff or her attorneys; both parties to bear their own costs and attorneys' fees
2 associated with this litigation.

3 On December 5, 2013, plaintiff Rhiannin Skeels, through her attorney of record,
4 accepted defendant Novato Community Hospital's offer to compromise.

5 Plaintiff Rhiannin Skeels and defendant Novato Community Hospital, by and
6 through their designated counsel, hereby request an Order of Voluntary Dismissal
7 pursuant to F.R.C.P. Rule 68 of defendant Novato Community Hospital with prejudice.
8 The parties further request that the Order provide that Novato Community Hospital
9 waives any claim for costs or right to proceed with an action for malicious prosecution
10 against plaintiff or her attorneys and that each party shall be responsible for its own
11 costs and attorneys' fees associated with this litigation.

12
13 Dated: January 24, 2014

GALLOWAY, LUCCHESI, EVERSON
& PICCHI

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16 By: 
17 MICHAEL C. AUSTIN, ESQ.
18 Attorneys for Defendant
19 Sutter West Bay Hospitals dba Novato
Community Hospital

20 Dated: January 24, 2014

ANDERSON LAW

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23 By: / S /
24 JONATHAN SHUGART, ESQ.
25 Attorneys for Plaintiff
26 Rhiannin Skeels
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**ORDER OF DISMISSAL OF
DEFENDANT SUTTER WEST BAY HOSPITALS dba
NOVATO COMMUNITY HOSPITAL**

The Notice and Stipulated Proposed Order of Dismissal of plaintiff Rhiannin Skeels and defendant Sutter West Bay Hospitals dba Novato Community Hospital (hereinafter Novato Community Hospital) pursuant to F.R.C.P. Rule 68 in the above-entitled matter came before this Court. Finding good cause therefor,

IT IS HEREBY ORDERED that:

1. Defendant Novato Community Hospital is dismissed with prejudice;
2. Defendant Novato Community Hospital waives any claim for costs or right to proceed with an action for malicious prosecution against plaintiff Rhiannin Skeels or her attorneys; and
3. Each party shall be responsible for its own costs and attorneys' fees associated with this litigation.

Dated: 02/03/2014

