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17 UNITED STATES DISTRICT COURT  
 18 NORTHERN DISTRICT OF CALIFORNIA

20 CASE NO.: C12-02678 TEH

21 NOVENA TUCKER,

22 Plaintiff,

23 v.

**STIPULATION OF DISMISSAL  
 AND [PROPOSED] ORDER  
 [F.R.C.P. 41(a)]**

24 DONALD GILL, MARSHA BROWN, ROBIN  
 SCHMITT, in their individual capacities;  
 OFFICER MARTIN HYNES (#4164),  
 25 OFFICER NICHOLAS WARD (#4090), in their  
 official and individual capacities; and DOES 1 /  
 26 through 15,

27 Defendants.

1           WHEREAS certain parties to this action, namely, Plaintiff, NOVENA TUCKER  
2 and Defendants DONALD GILL, MARSHA BROWN and ROBIN SCHMITT (the  
3 “Settling Parties”), have reached a mutual and amicable settlement and have entered  
4 into an agreement for settlement of claims between them in this action, the terms of  
5 which are set forth in writing in the Settlement Agreement and Release of All Claims  
6 to fully and finally resolve all matters relating to the Settling Parties in this action  
7 without trial;

8           WHEREAS the Settlement Agreement covers all the claims between the  
9 Settling Parties in this action;

10           WHEREAS the Settling Parties agree to pay their own attorney’s fees and  
11 costs;

12           WHEREAS there are no further issues between the Settling Parties for the  
13 Court to resolve; and

14           WHEREAS the Settling Parties have agreed that the Court should retain  
15 jurisdiction for the purpose of enforcing the terms of the Settlement Agreement,

16           NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED AS  
17 FOLLOWS:

- 18           1.     Plaintiff’s action against defendants DONALD GILL, MARSHA BROWN  
19                     and ROBIN SCHMITT shall be dismissed with prejudice, with each party  
20                     to bear their own attorney’s fees and costs.
- 21           2.     The Court shall retain jurisdiction to enforce the terms of the Settling  
22                     Parties’ Settlement Agreement.

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IT IS SO STIPULATED.

DATED: April 30, 2013      LAW OFFICE OF JIVAKA CANDAPPA

/s/ \_\_\_\_\_  
JIVAKA CANDAPPA, Attorney for Plaintiff  
NOVENA TUCKER

DATED: April 30, 2013      EDRINGTON, SCHIRMER & MURPHY LLP

/s/ \_\_\_\_\_  
JAMES M. MARZAN, Attorney for Defendant  
DONALD GILL, MARSHA BROWN and ROBIN  
SCHMITT

DATED: April 30, 2013      MCNAMARA, NEY, BEATTY, SLATTERY, BORGES &  
AMBACHER LLP

/s/ \_\_\_\_\_  
James V. Fitzgerald, III  
Noah G. Blechman  
Petra Bruggisser  
Attorneys for Defendants  
OFFICER MARTIN HYNES, OFFICER NICHOLAS  
WARD and OFFICER ROBERT GREEN

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: 04/30, 2013

