

1 DAWN M. ROSS (SBN 143028)  
 KIMBERLY CORCORAN (148229)  
 2 CARLE, MACKIE, POWER & ROSS LLP  
 100 B Street, Suite 400  
 3 Santa Rosa, California 95401  
 Telephone: (707) 526-4200  
 4 Facsimile: (707) 526-4707  
 5 Attorneys for Plaintiffs

6  
 7  
 8 UNITED STATES DISTRICT COURT  
 9 NORTHERN DISTRICT OF CALIFORNIA

10 MERAS ENGINEERING INC., a California  
 Corporation, and CHAD WALROD,  
 11  
 Plaintiffs,  
 12  
 v.  
 13  
 CH<sub>2</sub>O, Inc., a Washington Corporation,  
 14  
 Defendant(s)

Case No. C12-02738 EMC  
 (1) STIPULATION RE: DISMISSAL  
 (FRCP 10(a)) and (2) [PROPOSED]  
 ORDER OF DISMISSAL  
 Complaint Filed: 05/29/2012  
 Honorable Edward M. Chen

16 I.

17 **STIPULATION RE: DISMISSAL**

18 Plaintiffs Meras Engineering and Chad Walrod (herein "Plaintiffs"), on the one hand, and  
 19 Defendant CH<sub>2</sub>O Inc. ("herein Defendant"), on the other hand, hereby stipulate as follows:

20 WHEREAS, Plaintiffs filed the complaint in this action on May 29, 2012 (docket 1); and  
 21 WHEREAS, Defendant filed an answer to the complaint on July 12, 2012 (docket 14);

22 and

23 WHEREAS, on January 14, 2013, the Court issued an order in a Related Case, *Meras*  
 24 *Engineering Inc., et al. v. CH<sub>2</sub>O, Inc., et al.*, Case number C 3:11-00389 EMC (docket 87 in case  
 25 C 3:11-00389 EMC), by which that Related Case was dismissed on the basis of a contractual  
 26 choice of venue clause;

27 WHEREAS, the parties to this case reviewed the contractual language at issue in this  
 28 case and determined that it was sufficiently similar that the court may dismiss this action as well

1 on the basis of contractual venue, even though the parties still dispute the enforceability of the  
2 subject venue clause;

3 WHEREAS, there is already an action pending between CH2O, Inc. and Chad Walrod in  
4 the Washington State courts on issues that are similar to those presented by this case; and

5 WHEREAS, the parties to this case have entered into an agreement by which they  
6 mutually waive fees and costs related to this action in contemplation of the parties' mutual  
7 agreement to dismiss this case without prejudice.

8 NOW THEREFORE, the parties agree as follows:

9 1. The foregoing recitals are hereby incorporated by this reference.

10 2. In consideration of this Stipulation, the parties agree to a full and complete mutual  
11 waiver of any claim for any attorneys' fees or costs incurred to date in the prosecution and  
12 defense of this action as set forth in the parties' "Mutual Waiver of Fees and Costs re: California-  
13 Based Action."

14 3. Plaintiffs shall file this Stipulation with the Court, requesting an order dismissing  
15 this action without prejudice

16 Respectfully Submitted,

17 Dated: March 14, 2013

CARLE, MACKIE, POWER & ROSS LLP

18  
19 By: /s/ Kimberly Corcoran  
DAWN M. ROSS  
KIMBERLY CORCORAN  
20 Attorneys for Plaintiffs

21  
22 Dated: March 14, 2013

DAVIES PEARSON, P.C.

23  
24 By: /s/ Rebecca M. Larson  
PETER T. PETRICH  
REBECCA M. LARSON  
25 Appearance *Pro Hac Vice*  
Attorneys for Defendant CH<sub>2</sub>O, Inc.  
26  
27  
28

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

II.

[PROPOSED] ORDER

Pursuant to the foregoing stipulation, and good cause appearing therefor, it is hereby ordered that this action is hereby dismissed without prejudice. The Clerk of the Court is directed to close this matter.

IT IS SO ORDERED.

Dated: 3/20/13 \_\_\_\_\_

