

1 PHILIP M. MILLER (SBN 87877)
 2 KIMBERLY A. HANCOCK (SBN 205567)
 ANNE M. BEVINGTON (SBN 111320)
 3 SALTZMAN & JOHNSON LAW CORPORATION
 44 Montgomery Street, Suite 2110
 3 San Francisco, CA 94104
 Telephone: (415) 882-7900
 4 Facsimile: (415) 882-9287
 pmiller@sjlawcorp.com
 5 khancock@sjlawcorp.com
 abevington@sjlawcorp.com
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7 UNITED STATES DISTRICT COURT
 8 FOR THE NORTHERN DISTRICT OF CALIFORNIA

9	SERVICE EMPLOYEES INTERNATIONAL)	Case No.: 3:12-cv-4494-JST
	UNION NATIONAL INDUSTRY PENSION)	
10	FUND; STEPHEN ABRECHT, Trustee, ROD)	JOINT STIPULATION FOR
	BASHIR, Trustee; KEVIN J. DOYLE, Trustee;)	VOLUNTARY DISMISSAL WITH
11	MYRIAM ESCAMILLA, Trustee; STEVEN W.)	PREJUDICE OF SOL HEALTHCARE,
	FORD, Trustee; EDWARD J. MANKO,)	LLC, a California limited liability
12	Trustee; FRANK A. MAXSON, Trustee; JOHN)	company, d/b/a CORE Healthcare
	J. SHERIDAN, Trustee; LARRY T. SMITH,)	Centers; SOLNUS TWO, LLC, a
13	Trustee; DAVID STILWELL, Trustee,)	California limited liability company,
14)	d/b/a Oakland Healthcare & Wellness
	Plaintiffs,)	Center; SOLNUS THREE, LLC, a
15)	California limited liability company,
	vs.)	d/b/a/ Roseville Point Health & Wellness
16)	Center; SOLNUS FOUR, LLC, a
	EMPLOYEE EQUITY ADMINISTRATION,)	California limited liability company,
17	INC., a California corporation, d/b/a Westline)	d/b/a San Pablo Healthcare & Wellness
	Medical Management, et al.,)	Center; SOLNUS EIGHT, LLC, a
18)	California limited liability company,
	Defendants.)	d/b/a The Rehabilitation Center of
19)	Oakland; SOL MAJER; SHLOMO
20)	RECHNITZ
21)	

22
 23 **JOINT STIPULATION**

24 IT IS HEREBY STIPULATED by Plaintiffs and Defendants SOL HEALTHCARE, LLC,
 25 a California limited liability company, d/b/a CORE Healthcare Centers; SOLNUS TWO, LLC, a
 26 California limited liability company, d/b/a Oakland Healthcare & Wellness Center; SOLNUS
 27 THREE, LLC, a California limited liability company, d/b/a/ Roseville Point Health & Wellness
 28 Center; SOLNUS FOUR, LLC, a California limited liability company, d/b/a San Pablo

1 Healthcare & Wellness Center; SOLNUS EIGHT, LLC, a California limited liability company,
2 d/b/a The Rehabilitation Center of Oakland; SOL MAJER; and SHLOMO RECHNITZ,
3 (hereinafter, collectively, the “SOL Defendants”), through their respective counsel, that pursuant
4 to the Settlement Agreement between the Plaintiffs and the SOL Defendants, this Court dismiss
5 SOL HEALTHCARE, LLC, a California limited liability company, d/b/a CORE Healthcare
6 Centers; SOLNUS TWO, LLC, a California limited liability company, d/b/a Oakland Healthcare
7 & Wellness Center; SOLNUS THREE, LLC, a California limited liability company, d/b/a/
8 Roseville Point Health & Wellness Center; SOLNUS FOUR, LLC, a California limited liability
9 company, d/b/a San Pablo Healthcare & Wellness Center; SOLNUS EIGHT, LLC, a California
10 limited liability company, d/b/a The Rehabilitation Center of Oakland; SOL MAJER; and
11 SHLOMO RECHNITZ only from this action with prejudice, with all such parties to bear their
12 own costs and attorneys’ fees, and retain jurisdiction over this matter to enforce the Settlement
13 Agreement if any action is required to enforce the Settlement Agreement after the dismissal with
14 prejudice is entered by this Court. See generally *Kokkonen v. Guardian Life Ins. Co. of America*,
15 511 U.S. 357, 381 (1994); *Hagestad v. Tragesser*, 49 F.3d 1430, 1432 (9th Cir. 1995).

16 IT IS SO STIPULATED.

17 Dated: May 5, 2014

SALTZMAN & JOHNSON LAW CORPORATION

18 By: /s/ Kimberly A. Hancock
19 KIMBERLY A. HANCOCK
Attorneys for Plaintiffs

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21 I, Kimberly A. Hancock, hereby attest, pursuant to N.D. Cal. General Order No. 45, that
22 the concurrence to the filing of this document has been obtained from each signatory hereto.

23
24 Dated: May 5, 2014

JACKSON LEWIS P.C.

25 By: /s/ David R. Johanson
26 DAVID R. JOHANSON
Attorneys for the SOL Defendants

ORDER

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Pursuant to the Settlement Agreement between Plaintiffs and the SOL Defendants, and good cause appearing:

IT IS HEREBY ORDERED that SOL HEALTHCARE, LLC, a California limited liability company, d/b/a CORE Healthcare Centers; SOLNUS TWO, LLC, a California limited liability company, d/b/a Oakland Healthcare & Wellness Center; SOLNUS THREE, LLC, a California limited liability company, d/b/a Roseville Point Health & Wellness Center; SOLNUS FOUR, LLC, a California limited liability company, d/b/a San Pablo Healthcare & Wellness Center; SOLNUS EIGHT, LLC, a California limited liability company, d/b/a The Rehabilitation Center of Oakland; SOL MAJER; and SHLOMO RECHNITZ only are dismissed from this action 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 if any action is required to enforce the Settlement Agreement after the dismissal with prejudice is entered by this Court. See generally Kokkonen v. Guardian Life Ins. Co. of America, 511 U.S. 357, 381 (1994); Hagestad v. Tragesser, 49 F.3d 1430, 1432 (9th Cir. 1995).

IT IS SO ORDERED.

Dated: May 6, 2014

