

1 Richard K. Grosboll, State Bar No. 99729
 2 Eileen M. Bissen, State Bar No. 245821
 3 NEYHART, ANDERSON, FLYNN & GRSBOLL
 4 369 Pine Street, Suite 800
 5 San Francisco, CA 94104
 6 Tel. (415) 677-9440
 7 Fax (415) 677-9445
 8 Email: ebissen@neyhartlaw.com

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 11 **UNITED STATES DISTRICT COURT**
 12 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

13 ELECTRICAL INDUSTRY SERVICE
 14 BUREAU, INC.; NORTHERN
 15 CALIFORNIA ELECTRICAL WORKERS
 16 PENSION TRUST; SAN FRANCISCO
 17 ELECTRICAL INDUSTRY
 18 APPRENTICESHIP AND TRAINING
 19 TRUST; ELECTRICAL WORKERS
 20 HEALTH AND WELFARE TRUST;
 21 NATIONAL ELECTRIC BENEFIT FUND;
 22 INTERNATIONAL BROTHERHOOD OF
 23 ELECTRICAL WORKERS LOCAL 6
 24 VACATION FUND; INTERNATIONAL
 25 BROTHERHOOD OF ELECTRICAL
 26 WORKERS LOCAL 6; and TIM
 27 DONOVAN as Trustee of each of the
 28 Plaintiff Trust Funds except the National
 Electrical Benefit Fund and as agent for
 Plaintiff National Electrical Benefit Fund,

Case No. 12-cv-05662 JST

**STIPULATION AND ~~PROPOSED~~
 CONTINGENT ORDER OF DISMISSAL**

Plaintiffs,

v.

BEAMAN'S, INC., a California corporation;

Defendant.

The parties hereto stipulate as follows:

1. The parties have reached agreement to settle this case under the terms and

NEYHART,
 ANDERSON,
 FLYNN &
 GRSBOLL
 ATTORNEYS AT LAW

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conditions specified in the Settlement Agreement, attached hereto as Exhibit A.

2. The settlement involves payment of consideration over time.

3. If the settlement payments are not made in a timely fashion or if the Settlement Agreement is otherwise breached, Plaintiffs can file the Stipulation for Entry of Judgment attached hereto as Exhibit B. The Court shall then Order the Entry of Judgment. Plaintiffs have agreed not to file the Stipulation for Entry of Judgment if the Settlement Agreement is complied with in full.

4. The parties agree that Plaintiffs may reopen the matter by filing the Stipulation for Entry of Judgment at any time prior to September 1, 2013, if Defendant fails to pay the consideration due or otherwise violates the terms and conditions of the Settlement Agreement.

IT IS SO STIPULATED.

Dated: 3/12/13

BEAMAN'S, INC.

By: 
DENIS H. BEAMAN

Its: R.E.O.

Dated: 3/14/2013

ELECTRICAL INDUSTRY SERVICE BUREAU

By: 
JUDITH FISHER

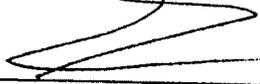
Its: CAO

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ANDERSON,
FLYNN &
GROSBOLL
ATTORNEYS AT LAW

1 Respectfully Submitted,

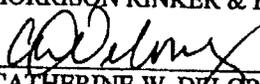
2 Dated: 3.13.2013

NEYHART, ANDERSON, FLYNN & GROSBOLL

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4 By: 
EILEEN M. BISSEN
Attorney for Plaintiffs

6
7 Dated: 05-12-2013

8 OLES MORRISON RINKER & BAKER, LLP

9
10 By: 
CATHERINE W. DELOREY
Attorneys for Defendant

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28 NEYHART,
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~~PROPOSED~~ ORDER

The parties hereto, having advised the Court that they have agreed to a settlement of this action,

IT IS HEREBY ORDERED that this action is dismissed; however, if Plaintiffs certify to this Court, with proof of service of a copy thereon on the Defendant or its counsel, on or before September 1, 2013, that the agreed consideration for the settlement has not been paid or the Settlement Agreement has otherwise been breached, the foregoing Order shall be vacated by this Court and this action shall forthwith be restored to the calendar. Plaintiffs may then file the Stipulation for Entry of Judgment referred to in the above stipulation and proof of payments made by Defendant and reasonable attorneys' fees and costs incurred by Plaintiffs. Judgment will then be entered forthwith.

IT IS SO ORDERED.

Dated: March 28, 2013


Honorable Jon S. Tigar
United States District Judge

NEYHART,
ANDERSON,
FLYNN &
GROSBOLL
ATTORNEYS AT LAW