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 CHEVRON CORPORATION



18 UNITED STATES DISTRICT COURT
 19 NORTHERN DISTRICT OF CALIFORNIA
 20 SAN FRANCISCO DIVISION

21 NATTO IYELA GBARABE,
 22 Plaintiff,
 23 v.
 24 CHEVRON CORPORATION,
 25 Defendant.

Case No. 14-cv-00173-SI
JOINT STIPULATION OF
DISMISSAL

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Whereas, Natto Iyela Gbarabe is the only plaintiff named in the operative complaint (ECF 99);

Whereas, plaintiff brought claims against Chevron Corporation in his individual capacity and on behalf of a purported class;

Whereas, the Court denied plaintiff's motion for class certification on March 13, 2017 (ECF 250);

Whereas, plaintiff does not intend to pursue his individual claim against Chevron Corporation or any of its subsidiaries, affiliates, officers, directors, employees or other agents (hereinafter "Chevron");

Whereas, plaintiff, of and for himself alone, desires to dismiss the operative complaint;

Whereas, plaintiff wants to ensure that his dismissal will not constitute an adjudication on the merits as to the original or any purported class;

Whereas, the parties agree that this dismissal is not an adjudication on the merits as to anyone but plaintiff;

Whereas, Chevron Corporation is willing to waive its claim for costs and fees.

ACCORDINGLY, IT IS HEREBY STIPULATED that plaintiff shall release and not pursue any claim against Chevron as broadly defined above, and hereby dismisses his complaint with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii). In exchange for plaintiff's agreement to dismiss this action with prejudice, Chevron agrees that the dismissal will not constitute an adjudication on the merits as to any other individuals in the putative class, certification of which the Court denied, or as to any individual, other than Gbarabe, or any putative class in any lawsuit that may be filed subsequent to this dismissal regarding the facts alleged in this lawsuit. Chevron further agrees that it will not rely on this dismissal as a basis to assert *res judicata* or claim and/or issue preclusion arguments in any future lawsuit brought by any other plaintiff or putative class related to the facts alleged in the operative complaint. Each party will bear its own attorneys' fees and costs.

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Dated: July 31, 2017

PERRY FRASER LLP

By: /s/ Neil Fraser
Neil Fraser

Counsel for Plaintiff NattoIyelaGbarabe

Dated: July 30 2017

PLAINTIFF

By: 
NattoIyelaGbarabe

Plaintiff

Dated: August 1, 2017

JONES DAY

By: /s/ Robert A. Mittelstaedt
Robert A. Mittelstaedt

Counsel for Defendant Chevron Corp.

SIGNATURE ATTESTATION

I hereby attest that concurrence in the filing of this document has been obtained from all persons whose signatures are indicated by a "conformed" signature (/s/) within this e-filed document.

Dated: July 31, 2017

PERRY FRASER LLP

By: /s/ Neil Fraser
Neil Fraser

Counsel for Plaintiff NattoIyelaGbarabe

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