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 17 MUTUAL INSURANCE CO.

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 IN THE UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA
 SAN JOSE DIVISION

18 UNITED STATES OF AMERICA, for the
 19 use and benefit of:
 20 J.S. COLE COMPANY, a California
 21 corporation
 22 Plaintiff,
 23 v.
 24 YERBA BUENA ENGINEERING &
 25 CONSTRUCTION, INC., a California
 26 corporation, MACHADO BROS., INC., a
 27 California corporation, LIBERTY
 28 MUTUAL INSURANCE COMPANY, a
 Massachusetts corporation, and DOES 1
 through 10, inclusive,
 Defendants.

CASE NO. C 14-01293 NC

**STIPULATION FOR DISMISSAL
 PURSUANT TO F.R.CIV.P.41(A)(1);
 AND ORDER THEREON**

**[Assigned to Magistrate Judge
 Nathanael M. Cousins]**

1 Plaintiff J.S. COLE COMPANY ("J.S. COLE") and Defendants YERBA BUENA
2 ENGINEERING & CONSTRUCTION, INC. ("YERBA BUENA") and LIBERTY MUTUAL
3 INSURANCE COMPANY ("LIBERTY"), by and through their attorneys of record, file this
4 Stipulation for Dismissal.

5 Plaintiff J.S. COLE COMPANY served Defendant MACHADO BROS., INC.
6 ("MACHADO") with the Summons and Complaint but did not require MACHADO to file any
7 responsive pleading or to appear in this action.

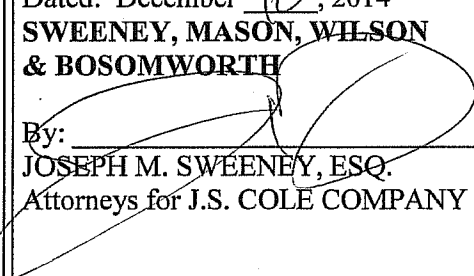
8 Plaintiff and Defendant YERBA BUENA executed a Payment and Assignment Agreement
9 that settled all aspects of the lawsuit against Defendants. The Payment and Assignment
10 Agreement contained payment obligations which continued to November 2014. To date, all
11 payments have been made pursuant to the Payment and Assignment Agreement.

12 Plaintiff moves to dismiss with prejudice this action against all Defendants YERBA
13 BUENA, MACHADO and LIBERTY as all payments have been made.


14 This Stipulation and Order may be signed in counterparts, and electronic and facsimile
15 signatures shall be valid and as binding as original signatures.

16 **IT IS SO STIPULATED.**

17 Dated: December 10, 2014
18 **SWEENEY, MASON, WILSON
& BOSOMWORTH**

19 By: 
20 _____
21 JOSEPH M. SWEENEY, ESQ.
22 Attorneys for J.S. COLE COMPANY

Dated: December 10, 2014
ROSALES LAW PARTNERS, LLP

By: 
20 _____
21 KRIS A. COX, ESQ.
22 Attorneys for YERBA BUENA
ENGINEERING & CONSTRUCTION, INC.
and LIBERTY MUTUAL INSURANCE CO.

23 **ORDER**

24 Having read the foregoing Stipulation and good cause appearing therefore, this action is
25 hereby ordered dismissed with prejudice, each party to bear its own attorney's fees and costs.

27 Dated: December 10, 2014

28 HONORABLE _____ COUSINS
JUDGE OF THE _____

Judge Nathanael M. Cousins

