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UNITED STATES DISTRICT COURT

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FOR THE NORTHERN DISTRICT OF CALIFORNIA

15 UNITED STATES OF AMERICA FOR THE
USE AND BENEFIT OF:

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17 NORTHERN CALIFORNIA GLAZIERS,
ARCHITECTURAL METAL AND GLASS
WORKERS PENSION TRUST FUND, et al.

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Plaintiffs,

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v.

20 WESTERN SURETY COMPANY, a South
Dakota Corporation, et al.

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Defendants.

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TO THE HONORABLE JUDGE RICHARD SEEBORG, UNITED STATES DISTRICT
25 COURT JUDGE, NORTHERN DISTRICT OF CALIFORNIA:

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IT IS HEREBY STIPULATED AND AGREED by and between Plaintiffs NORTHERN
CALIFORNIA GLAZIERS, et al. (“Plaintiffs”), and Defendants WESTERN SURETY
COMPANY, a South Dakota Corporation, and GLEN/MAR CONSTRUCTION, INC., a Oregon

Case No.: C14-1326 RS

**STIPULATION FOR DISMISSAL
WITHOUT PREJUDICE, SUBJECT TO
THE COURT RETAINING
JURISDICTION OF THE ACTION TO
ENFORCE SETTLEMENT
AGREEMENT; and [~~PROPOSED~~]
ORDER THEREON**

1 Corporation (collectively “Defendants”), as follows:

2 1. A full and final settlement of the above-titled action has been agreed to by all
3 parties. Therefore, the parties respectfully request that this action be dismissed without prejudice,
4 subject to the Court retaining jurisdiction of the action to enforce the settlement terms below.

5 2. Defendants shall make full payment of the agreed-upon settlement amount to
6 Plaintiffs by August 18, 2014.

7 3. In the event Defendants fail to make full payment by August 18, 2014, or if
8 Defendants’ payment fails to clear the bank, Plaintiffs are authorized to request immediate entry of
9 Judgment against Defendants in the settlement amount, less any payments made, solely upon
10 declaration by a duly authorized representative of Plaintiffs. The Court shall enter Judgment
11 against Defendants upon such declaration.

12 4. The parties’ settlement is contingent upon this Court agreeing to reserve and retain
13 jurisdiction of this action to enforce the terms of the parties’ settlement.

14 Dated: August 12, 2014

SCHWABE, WILLIAMSON & WYATT

15 By: _____ /S/
16 Jeremy T. Vermilyea
17 Attorneys for Defendants

18 Dated: August 12, 2014

**SALTZMAN AND JOHNSON LAW
CORPORATION**

19 By: _____ /S/
20 Erica J. Russell
21 Attorneys for Plaintiffs

22 IT IS SO ORDERED.

23 Pursuant to the Stipulation between the parties, the above-titled case shall be dismissed
24 without prejudice while the Court reserves and retains jurisdiction of this action and the parties to
25 enforce the term of the parties’ settlement.

26 Dated: 8/19, 2014



27 UNITED STATES DISTRICT COURT JUDGE
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