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Shiloh Quine

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

**SHILOH QUINE,**  
  
Plaintiff,  
  
v.  
  
**SCOTT KERNAN, et al.,**  
  
Defendants.

C 14-02726 JST  
**STIPULATION AND ~~PROPOSED~~  
ORDER OF DISMISSAL WITH  
PREJUDICE PURSUANT TO FEDERAL  
RULE OF CIVIL PROCEDURE  
41(a)(1)(A)(ii)**  
Date: N/A  
Time: N/A  
Courtroom: 19  
Judge: The Honorable Jon S. Tigar

1 Plaintiff Shiloh Quine and Defendants Scott Kernan, S. Pajong, D. Bright, J. Dunlap and  
2 J. Lewis (collectively with Plaintiff and the California Department of Corrections and  
3 Rehabilitation (“CDCR”), the “Parties”), submit the Stipulation and [Proposed] Order of  
4 Dismissal Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii).

5 **WHEREAS**, the Parties entered into a Settlement Agreement on August 7, 2015 in this  
6 action (Dkt. #49);

7 **WHEREAS**, paragraph III.1.I of the Settlement Agreement provided that “[u]pon  
8 execution of all of this Agreement’s terms, Plaintiff agrees to dismiss the Complaint with  
9 prejudice”;

10 **WHEREAS**, both Parties have fully executed all of the Agreement’s terms, as interpreted  
11 by the Ninth Circuit Court of Appeals;

12 **IT IS HEREBY STIPULATED AND AGREED**, by and between the Parties, through  
13 their undersigned counsel, that this action is DISMISSED WITH PREJUDICE pursuant to  
14 Federal Rule of Civil Procedure 41(a)(1)(A)(ii). No party shall seek from any other party  
15 recovery of its costs and/or attorneys’ fees.

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17  
18 Dated: March 26, 2019

/s/ Phillip J. Wiese

Counsel for Plaintiff

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22 Dated: March 26, 2019

/s/ Martine N. D’Agostino

Counsel for Defendants

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Per the Parties' stipulation, IT IS SO ORDERED.

Dated: March 27, 2019

  
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Honorable Jon S. Tigar  
United States District Judge