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8 **Attorneys for Plaintiff**
 9 **KATHLEEN E. KOTTOM**

10 UNITED STATES DISTRICT COURT
 11 FOR THE NORTHERN DISTRICT OF CALIFORNIA

12 KATHLEEN E. KOTTOM, individually, and as
 13 surviving trustee of the Paul and Kathleen
 14 Kottom Living Trust,

15 Plaintiff,

16 v.

17 ALBERT DAN WALKER, an individual; and
 18 FARMERS NEW WORLD LIFE INSURANCE
 19 COMPANY, a Company;

20 Defendants.

Case No.: 3:14-cv-04492 LB (KW)

**JOINT STIPULATION OF DISMISSAL
 WITH PREJUDICE : ORDER**

Ct. Rm: 15th Floor, Room C
 Judge: Laurel Beeler

21 Plaintiff KATHLEEN KOTTOM individually and as trustee of the Paul and Kathleen
 22 Kottom Living Trust (collectively “Kottom”) and Defendant ALBERT DAN WALKER (“Walker”)
 23 (collectively, “the Parties”), by and through their undersigned counsel of record, state as follows:

24 WHEREAS, Plaintiff Kottom sued Walker in a civil action styled, *Kottom v. Walker*, No.
 25 3:14-cv-04492 LB (KW) (N.D. Cal, filed Oct. 7, 2014) (the “Action”), alleging that under the
 26 Nature’s World’s Operating Agreement, Walker failed to pay \$1,000,000 to Kottom in exchange for
 27 her 50% interest in Nature’s World; that Walker breached his fiduciary duties to Kottom by slowing
 28 and blocking the sale of Nature’s World to third parties; and that Walker engaged in corporate waste
 and other related torts;

WHEREAS, Walker denies the allegations in the Action, and denies any other allegations of
 wrongdoing;

1 WHEREAS, on March 24, 2016, the Parties resolved their dispute through a mutually
2 agreeable *Settlement and Release Agreement Between Kathleen Kottom, Albert Dan Walker,*
3 *Nature's World, L.L.C., and the Paul and Kathleen Kottom Living Trust* ("Settlement Agreement")
4 and *Assignment of Membership Interest of Nature's World, L.L.C.*;

5 NOW, THEREFORE, the Parties agree and stipulate as follows:


6 1. Pursuant to the express terms of the Parties' Settlement Agreement, the Parties jointly
7 stipulate to the dismissal of this Action with prejudice.

8 2. The Parties agree that Judge Laurel Beeler of the United States District Court for the
9 Northern District of California (or another judge in the same Court, should Judge Beeler be
10 unavailable) shall maintain jurisdiction to enforce the Settlement Agreement. No other court, except
11 the federal court in the Northern District of California, located in San Francisco, California, and its
12 courts of appeal, has authority to adjudicate any controversy over the Parties' Settlement Agreement
13 or any other subsequent controversy between and among the Parties regarding Nature's World,
14 L.L.C., as reflected in the Settlement Agreement and the transcript of proceedings held on March 24,
15 2016.

16 3. Each Party shall bear his or her own attorneys' fees and costs.

17 Each undersigned representative of the Parties certifies that he or she is fully authorized to
18 enter into and execute the terms and conditions of this Joint Stipulation of Dismissal.

19
20 IT IS SO ORDERED this 18th day of April, 2016.

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22 By: 
23 Honorable Laurel Beeler
24 Magistrate Judge
25 United States District Court
26 Northern District Of California

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