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11 Attorneys for Defendant and Counter-Claimant
12 CAMICO MUTUAL INSURANCE COMPANY

13 **UNITED STATES DISTRICT COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**

15 **MAYER HOFFMAN McCANN, P.C., a**
16 **Missouri Corporation,**

17 **Plaintiff,**

18 **vs.**

19 **CAMICO MUTUAL INSURANCE**
20 **COMPANY, a California Corporation,**

21 **Defendant.**

22 **CASE No. 3:15-cv-01207-SI**

23 **(Case assigned to Hon. Susan Illston)**

24 **STIPULATION OF DISMISSAL WITH**
25 **PREJUDICE OF COMPLAINT AND**
26 **COUNTER-CLAIM**

27 **Trial Date: May 15, 2017**

28 **AND RELATED COUNTER-CLAIM**

29 PLEASE TAKE NOTICE that Plaintiff MAYER HOFFMAN McCANN, P.C. (“MHM”) and Defendant CAMICO MUTUAL INSURANCE COMPANY (“CAMICO”), by and through their respective counsel, hereby stipulate and agree pursuant to Rule 41(a)(1)(ii) of the Federal Rules of Civil Procedure to the dismissal with prejudice of all claims and counter-claims by both parties in this action.

30 Each party shall bear its own attorneys’ fees, costs and expenses.

31 MHM and CAMICO also agree to pay its share of the jury fees as ordered by the Court.

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As a result of this stipulation, there are no remaining claims or parties in this matter.

IT IS SO STIPULATED.

DATED: May 31, 2017

MUSICK, PEELER & GARRETT LLP

By: /s/ David A. Tartaglio
David A. Tartaglio
Attorneys for Defendant and Counter-Claimant
CAMICO MUTUAL INSURANCE COMPANY

DATED: May 31, 2017

TUCKER ELLIS LLP

By: /s/ Chelsea R. Mikula
Robert A. Cutbirth
Chelsea R. Mikula
Attorneys for Plaintiff and Counter-Defendant
MAYER HOFFMAN McCANN, P.C.