

1 DANIEL A. REIDY, ESQ. (SBN 139321)
 2 REIDY LAW GROUP
 3 1230 Spring Street
 4 St. Helena, CA 94574
 5 Telephone: (707) 963-3030
 6 Facsimile: (707) 963-3130
 7 Email: dan@reidylawgroup.com

RICHARD J. IDELL, ESQ. (SBN 069033)
 ORY SANDEL, ESQ. (SBN 233204)
 THE IDELL FIRM
 465 California Street, Suite 500
 San Francisco, CA 94104
 Telephone: (415) 986-2400
 Facsimile: (415) 392-9259
 Email: richard.idell@idellfirm.com
 ory.sandel@idellfirm.com

8 *Attorneys for Plaintiffs Rombauer Family*
 9 *Partnership II, L.P., a California limited*
 10 *partnership, and Rombauer Vineyards, Inc., a*
 11 *California corporation*

12 ANDREW P. HOLLAND, ESQ. (SBN 224737)
 13 THOITS LAW
 14 400 Main Street, Suite 250
 15 Los Altos, CA 94022
 16 Telephone: (650) 327-4200
 17 Facsimile: (650) 325-5572
 18 Email: aholland@thoits.com

19 *Attorneys for Defendant Lloyd Cellars, Inc., a*
 20 *California corporation*

21 **UNITED STATES DISTRICT COURT**
 22 **NORTHERN DISTRICT OF CALIFORNIA**
 23 **SAN FRANCISCO DIVISION**

24 ROMBAUER FAMILY PARTNERSHIP
 25 II, L.P., a California limited partnership;
 26 ROMBAUER VINEYARDS, INC., a
 27 California corporation,

28 Plaintiffs,

v.

JAM CELLARS, Inc., a California
 corporation; LLOYD CELLARS, INC., a
 California corporation; and DOES 1 through
 100.

Defendants.

CASE NO. 3:15-cv-02182-RS

**STIPULATION AND [PROPOSED]
 ORDER OF DISMISSAL WITHOUT
 PREJUDICE**

1 IT IS HEREBY STIPULATED by and between Plaintiffs Rombauer Family Partnership II, L.P.
2 and Rombauer Vineyards, Inc. (“Plaintiffs”) and Defendant Lloyd Cellars, Inc., (“Defendant
3 Lloyd Cellars”), through their designated counsel that:
4

5 1. Plaintiffs and Defendant Lloyd Cellars have entered into a Settlement Agreement that
6 resolves the disputes between the parties and provides that this court will retain jurisdiction over
7 the parties to this stipulation in the event of a dispute arising out of or relating to Section 2.0 or
8 5.0 of the Settlement Agreement.
9

10 2. The Honorable Richard Seeborg of this Court, and in the event of his unavailability, a
11 judge appointed by the Chief Judge, retains continuing jurisdiction over the parties for the sole
12 purpose of resolving and adjudicating all disputes arising out of or relating to any provision of
13 Section 2.0 and 5.0 in the Settlement Agreement.
14

15 3. The above referenced terms and provisions of the Settlement Agreement may be enforced
16 in the future through proceedings filed directly with this Court before Judge Seeborg, or in the
17 event of his unavailability, a judge appointed pursuant to paragraph 2 above.
18

19 4. Subject to the above provisions, and pursuant to Rule 41(a) of the Federal Rules of Civil
20 Procedure, the present action is dismissed without prejudice.
21

22 REIDY LAW GROUP
23 THE IDELL FIRM



24 Dated: February 25, 2016

25 By: /s/ Daniel A. Reidy
26 Richard J. Idell
27 Ory Sandel
28 *Attorneys for Plaintiffs Rombauer Family
Partnership II, L.P. and Rombauer Vineyards, Inc.*


THOITS LAW

Dated: February 24, 2016

By: /s/Andrew P. Holland
Andrew P. Holland
Attorneys for Defendant Lloyd Cellars, Inc.

IT IS SO ORDERED:

March 18,
Dated: ~~February~~ __, 2016

By: 
Hon. Richard Seeborg
United States District Judge