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6 IN THE UNITED STATES DISTRICT COURT
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8 FOR THE NORTHERN DISTRICT OF CALIFORNIA
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10 ELECTRICAL INDUSTRY SERVICE
11 BUREAU, INC., *et al.*,

No. C 15-03131 WHA

12 Plaintiffs,

13 v.

14 BARRI ELECTRIC COMPANY, INC., a
15 California corporation, ERNEST
ULIBARRI, an individual,

**ORDER STAYING JUDGMENT
AND SETTING HEARING**

16 Defendants.
17 _____/

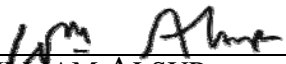
18 On November 17, the Court entered an order granting the parties' stipulation of
19 contingent dismissal (Dkt. No. 18). The parties represented that they had settled their dispute
20 and that the settlement agreement provided that "if any party alleges that the settlement
21 agreement has been breached, the alleging party may reopen this matter at any time" (Dkt. No.
22 13). The parties further represented that the case could be reopened "solely for the purpose of
23 entering and enforcing the stipulated judgment" (Dkt. No. 17).

24 The parties dismissed their case, the merits of the case are gone. Plaintiffs filed a
25 stipulated judgment, which the Court entered (Dkt. No. 20). Defendants now contend they did
26 not concur in the filing of that stipulated judgment, inasmuch as it does not reflect the amount
27 due under the settlement agreement (Dkt. No. 22). Any dispute relating to the settlement
28 agreement (which the Court had not seen until defendants filed their objection), should be
litigated in state court as a claim for breach of the settlement agreement.

1 This order hereby **STAYS** the effectiveness of the stipulated judgment until **TUESDAY**
2 **JANUARY 12, AT 9:30 A.M.**, when the parties shall appear for a further case management
3 conference. The parties should come prepared to explain why the stipulated judgment should
4 not be entered.

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6 **IT IS SO ORDERED.**

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8 Dated: January 7, 2016.



WILLIAM ALSUP
UNITED STATES DISTRICT JUDGE