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 8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA
 10 SAN FRANCISCO DIVISION

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 12 BOARD OF TRUSTEES OF THE CEMENT
 MASONS HEALTH AND WELFARE TRUST
 FUND FOR NORTHERN CALIFORNIA;
 13 BOARD OF TRUSTEES OF THE CEMENT
 MASONS PENSION TRUST FUND FOR
 14 NORTHERN CALIFORNIA; BOARD OF
 TRUSTEES OF THE CEMENT MASONS
 15 VACATION-HOLIDAY TRUST FUND FOR
 NORTHERN CALIFORNIA; and BOARD OF
 16 TRUSTEES OF THE CEMENT MASONS
 TRAINING TRUST FUND FOR NORTHERN
 17 CALIFORNIA,

18 Plaintiffs,

19 vs.

20 TIMOTHY J. STEPHAN, an individual doing
 business as CONTRACT INSTALLATIONS,

21 Defendant.

Case No.: 3:17-cv-01852-JST

**NOTICE OF VOLUNTARY DISMISSAL
 OF ENTIRE ACTION WITHOUT
 PREJUDICE AND FOR RETENTION OF
 JURISDICTION TO ENFORCE
 SETTLEMENT AGREEMENT;
 [PROPOSED] ORDER THEREON**

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NOTICE OF VOLUNTARY DISMISSAL OF ENTIRE ACTION WITHOUT PREJUDICE AND FOR
 RETENTION OF JURISDICTION TO ENFORCE SETTLEMENT AGREEMENT; ORDER THEREON

1 Pursuant to a Settlement Agreement and Release executed by plaintiffs and defendant
2 (“Settlement Agreement”) which is incorporated herein by this reference, plaintiffs request that
3 the Court dismiss this action, in its entirety, without prejudice, and retain jurisdiction over this
4 matter to enforce the Settlement Agreement should any action be required to enforce the
5 Settlement Agreement after the dismissal without prejudice is entered by the Court.

6 DATED: October 16, 2017

7 BULLIVANT HOUSER BAILEY PC

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9 By /s/ Ronald L. Richman
10 Ronald L. Richman

11 Attorneys for Plaintiffs

12 **ORDER**

13 Pursuant to the Settlement Agreement and Release executed by the parties, which terms
14 and conditions are fully incorporated herein by this reference, and good cause appearing:

15 IT IS HEREBY ORDERED that this matter is dismissed, without prejudice.

16 IT IS FURTHER ORDERED that this Court shall expressly retain jurisdiction over this
17 matter to enforce the Agreement should any action be required to enforce the Agreement after
18 the dismissal without prejudice is entered by the Court. See generally, *Kokkonen v. Guardian*
19 *Life Ins. Co. of America*, 511 U.S. 357, 381 (1994); *Hagestad v. Tragesser*, 49 F.3d 1430, ¹⁴³³~~1432~~
20 (9th Cir. 1995).

21 IT IS SO ORDERED.

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23 DATED: October 17, 2017

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25 By 
26 HON. JOHN S. TIGAR
27 U.S. DISTRICT COURT JUDGE

28 4844-8507-1953.1