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19 UNITED STATES DISTRICT COURT
 20 FOR THE NORTHERN DISTRICT OF CALIFORNIA
 21

22 PENSION PLAN FOR PENSION TRUST
 FUND FOR OPERATING ENGINEERS, et al.,

23 Plaintiffs,

24 v.

25 TRICOUNTY EXCAVATION, INC., a
 26 California corporation; TRI COUNTY
 GRADING & PAVING, INC., a California
 27 corporation,

28 Defendants.

Case No.: 3:19-cv-06653-VC

**JOINT STIPULATION TO REOPEN CASE
 AND ENTER DISMISSAL WITH
 PREJUDICE; [~~PROPOSED~~] ORDER
 THEREON**

1 Plaintiffs Pension Plan for Pension Trust Fund for Operating Engineers, et al., by and
2 through their undersigned counsel, Defendant Tri-County Grading & Paving, Inc., by and through
3 its undersigned counsel, and Defendant Tricounty Excavation, Inc., by and through its undersigned
4 counsel, hereby agree and stipulate to reopen the case and enter a voluntary dismissal of the entire
5 action with prejudice, the Court to retain jurisdiction to enforce the parties' Settlement Agreement.

6 On August 7, 2020, the Court ordered that the case be dismissed without prejudice
7 following the July 31, 2020 Settlement Conference Minute Order which advised that the parties had
8 resolved the case.

9 The parties have executed a Settlement Agreement, and now request that the Court amend
10 its conditional Order of Dismissal without prejudice to dismiss the Action with prejudice, each
11 party to bear its own attorneys' fees and costs. The parties further request that the Court retain
12 jurisdiction to enforce the Settlement Agreement in this Action.

13 DATED: October 13, 2020

**SALTZMAN & JOHNSON LAW
CORPORATION**

14
15 By: _____ /S/

16 Tino X. Do
Attorneys for Plaintiffs

17 DATED: October 13, 2020

**SWEENEY, MASON, WILSON &
BOSOMWORTH**

18 By: _____ /S/

19 Roger M. Mason
20 Attorneys for Defendant Tri-County Grading &
21 Paving, Inc.

22 DATED: October 13, 2020

COOK BROWN, LLP

23 _____ /S/
24 By: Ronald W. Brown

25 Attorneys for Defendant Tricounty Excavation,
26 Inc.
27
28

1 **CERTIFICATION RE: SIGNATURES**

2 I attest that concurrence in the filing of this Joint Stipulation has been obtained from the
3 other Signatories.

4 DATED: October 13, 2020

5
6 By: _____ /S/
Tino X. Do

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8
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11
12 **ORDER**

13 The parties having stipulated, and good cause appearing therefor, IT IS HEREBY
14 ORDERED that this action be, and it hereby is, DISMISSED with prejudice, each party to bear its
15 own attorneys' fees and costs, and that the Court retains jurisdiction to enforce the parties'
16 Settlement Agreement.

17 IT IS SO ORDERED.

18 DATED: October 15, 2020

