

1 BINGHAM McCUTCHEM LLP
 William Bates III (SBN 63317)
 2 bill.bates@bingham.com
 Christopher M. O'Connor (SBN 229576)
 3 christopher.oconnor@bingham.com
 Sarah L. Bishop (SBN 258051)
 4 1117 S. California Avenue
 Palo Alto, CA 94304-1106
 5 T: 650.849.4400 F: 650.849.4800

6 Attorneys for Plaintiff WASHINGTON C. MONTANO

7 KAMALA D. HARRIS
 Attorney General of California
 8 TYLER B. PON
 Supervising Deputy Attorney General
 9 WILFRED FONG (SBN 154303)
 Deputy Attorney General
 10 JEFFREY R. VINCENT (SBN 161013)
 Deputy Attorney General
 11 jeffrey.vincent@doj.ca.gov
 12 1515 Clay Street, 20th Floor
 P.O. Box 70550
 13 Oakland, CA 94612-0550
 T: 510.622.2127 F: 510.622.2270

14 Attorneys for Defendant CESAR L. SINNACO, M.D.

15 UNITED STATES DISTRICT COURT
 16 NORTHERN DISTRICT OF CALIFORNIA
 17 OAKLAND DIVISION

18 **WASHINGTON C. MONTANO,**

19 Plaintiff,

20 v.

21 **CESAR L. SINNACO, M.D.,**

22 Defendant.
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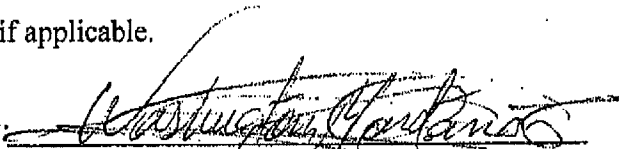
No. 4:04-cv-00543-CW

**STIPULATION AND ~~PROPOSED~~
 ORDER FOR DISMISSAL WITH
 PREJUDICE**

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 A/74881095.1


1 **IT IS HEREBY STIPULATED** by and between Plaintiff Washington C. Montano
2 ("Montano") and Defendant Cesar L. Sinnaco, M.D. ("Sinnaco") that a settlement has been
3 reached in the above-captioned action and that the terms of that settlement are embodied in a
4 separately-executed Settlement and Release Agreement. Pursuant to the settlement, the parties
5 stipulate, and request that the Court order, that this action be dismissed with prejudice and the
6 Court retain jurisdiction to enforce the settlement agreement as provided in the following order.
7 Except as provided in the Settlement and Release Agreement, each party is to bear its own
8 litigation and attorneys' fees, costs and expenses, including but not limited to those related to
9 experts and consultants; except that any party or their counsel may seek reimbursement for their
10 fees, costs, and expenses from the Federal Prisoner Pro Bono Project and/or the State of
11 California's Transcript Reimbursement Fund, if applicable.

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13 DATED: April __, 2012

By: 
Plaintiff Washington C. Montano

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15 DATED: ^{August 22,} April __, 2012

OFFICE OF THE ATTORNEY GENERAL

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18 By: 
Jeff R. Vincent
Deputy Attorney General
Attorneys for Defendant Cesar L. Sinnaco, M.D.


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20 **ORDER**

21 In light of the foregoing stipulation of the parties, and good cause appearing therefore, IT
22 IS HEREBY ORDERED THAT:

- 23 1. The above-captioned case is dismissed with prejudice.
24 2. The terms of the Settlement and Release Agreement are hereby incorporated into this
25 Stipulation and Order for Dismissal With Prejudice, and the Court shall retain jurisdiction to
26 enforce the terms of the Settlement and Release Agreement.
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1 3. Except as provided in the Settlement and Release Agreement, each party is to bear its
2 own litigation and attorneys' fees, costs and expenses, including but not limited to those related
3 to experts and consultants; except that any party or their counsel may seek reimbursement for
4 their fees, costs, and expenses from the Federal Prisoner Pro Bono Project and/or the State of
5 California's Transcript Reimbursement Fund, if applicable.

6 DATED: November 29, 2012

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8 Hon. Claudia Wilken
9 United States District Court Judge
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