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13 Attorneys for Plaintiff
City and County of San Francisco

14
15 **UNITED STATES DISTRICT COURT**
16 **NORTHERN DISTRICT OF CALIFORNIA**
17 **SAN FRANCISCO DIVISION**

18 CITY AND COUNTY OF SAN FRANCISCO,
A California Municipal Corporation,

19 Plaintiff,

20 vs.

21 FACTORY MUTUAL INSURANCE
22 COMPANY, a Rhode Island Corporation,
23 BOMBARDIER TRANSPORTATION
Corporation,

24 Defendants.

25 AND RELATED COUNTERCLAIMS
26

No. C 04-5307 PJH

**STIPULATION AND [PROPOSED]
ORDER OF DISMISSAL OF ENTIRE
ACTION WITH PREJUDICE**

1 The parties hereto, Plaintiff and Counter-Defendant City and County of San Francisco
2 (“CCSF”), Defendant and Counterclaimant Factory Mutual Insurance Company (“FMIC”) and
3 Defendant and Counterclaimant Bombardier Transportation (Holdings) USA, Inc. (“Bombardier”),
4 by and through their respective counsel, hereby stipulate as follows:

5 Whereas, CCSF instituted the present action and thereafter filed a Second Amended
6 Complaint asserting claims against FMIC and Bombardier;

7 Whereas, Bombardier filed an amended answer and asserted cross and counter-claims
8 against CCSF;

9 Whereas, FMIC filed an answer and Amended Counter-Claims against CCSF and Cross-
10 Claims against Bombardier, which cross-claims were later dismissed by this Court;

11 Whereas, the parties hereto subsequently entered into a Settlement Agreement to fully and
12 finally resolve the present action and all claims therein (collectively referred to as the “Action”);

13 NOW, THEREFORE, pursuant to the Settlement Agreement, the parties hereto hereby
14 stipulate and agree to:

15 1. Entry of an Order of Dismissal of With Prejudice of this Action in its entirety,
16 including all claims, cross-claims and counterclaims asserted by any party, with each party to
17 bear its own fees and costs.

18 2. This Stipulation is for the purpose of settling the Action. Neither the existence,
19 terms or act of entering into this Stipulation, nor any action taken hereunder, shall constitute, or
20 be construed as, any admission of the validity of any claim, defense, or any fact alleged in the
21 Action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of either
22 Bombardier or the City.

23 3. This Court shall retain jurisdiction over the parties for the purpose of enforcement of the
24 Settlement Agreement only,

25 6. Kris A. Cox, counsel for CCSF, hereby attests that he has on file all holograph signatures
26 for any signatures indicated by a “conformed” signature (/s/) within this e-filed document.

27
28

1 **SO STIPULATED:**

2 Dated: January 8, 2009

WULFSBERG REESE COLVIG & FIRSTMAN
PROFESSIONAL CORPORATION

3
4 By: /S/
Kris A. Cox
Attorneys for Plaintiff, City and County of
San Francisco

6
7
8 Dated: January 8, 2009

CARLSON, CALLADINE &
PETERSON, LLP

9
10 By: /S/
Joyce Wang
Attorneys for Defendant Factory Mutual
Insurance Company

11
12 Dated: January 8, 2009

SONNENSCHN NATH AND
ROSENTHAL LLP

13
14
15 By: /S/
Gayle M. Athanacio
Attorneys for Defendant Bombardier
Transportation (Holdings) USA, Inc.

16
17
18 **IT IS SO ORDERED.**

19
20 Dated: January 9, 2009

