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10 Attorneys for Plaintiff
 11 CAI International, Inc.

12 UNITED STATES DISTRICT COURT
 13 NORTHERN DISTRICT OF CALIFORNIA

14 CAI INTERNATIONAL, INC.,

Case No.: CV 11 2403 CW

15 Plaintiff,

**STIPULATION AND ~~PROPOSED~~
 ORDER FOR CONDITIONAL
 DISMISSAL OF ACTION WITH
 PREJUDICE**

16 vs.

17 SOUTH ATLANTIC CONTAINER LINES
 18 LTD., MARUBA S.C.A. EMPRESA DE
 19 NAVEGACION MARITIMA; and
 20 EMPRESA DE NAVEGACION MARUBA
 21 S.A.,

22 Defendants.

23 This case having been fully compromised and settled, plaintiff CAI International, Inc.
 24 (“CAI”) and defendants South Atlantic Container Lines, Ltd., Maruba Maritima S.A. (formerly
 25 known as Maruba S.C.A. Empresa de Navegacion Maritima), and Empresa de Navegacion
 26 Maruba S.A. (collectively “Defendants”) stipulate pursuant to FRCP Rule 41(a) and request the
 27 Court to order that this action be conditionally dismissed with prejudice, each party to bear its
 28 own costs. The settlement calls for payments by Defendants over time through December 31,
 2014, and if Defendants fail to make those payments or otherwise are in default of the settlement
 agreement, then CAI may file a stipulated judgment against them in this action. If Defendants

1 fulfill the terms of the settlement agreement then the stipulated judgment will be void and the
2 dismissal will be final and unconditional as of January 31, 2015. The parties therefore ask the
3 Court to incorporate the terms of the settlement agreement into this Dismissal and Proposed
4 Order by reference and request that the Court retain jurisdiction to enforce the settlement
5 agreement and receive (if appropriate) the stipulated judgment. See *Kokkonen v Guardian Life*
6 *Ins. Co.* (1994) 511 U.S. 375, 381, 114 S.Ct. 1673, 1677, 128 L.Ed.2d 391, 397; *Beckless v*
7 *Chater* (N.D. Ill. 1995) 909 F.Supp. 575, 579.

8 Dated: December 19, 2012 EMARD DANOFF PORT TAMULSKI & PAETZOLD LLP
Eric Danoff
9 Katharine Essick

10 By _____ /s/ Eric Danoff _____
11 Attorneys for Plaintiff
12 CAI International, Inc.

13 Dated: December 19, 2012 BAKER BOTTS L.L.P.

14
15 By _____ /s/ W. Zachary Hughes _____
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23 Attorneys for Defendants
24 South Atlantic Container Lines, Ltd.,
25 Maruba Maritima S.A., and
26 Empresa de Navegacion Maruba S.A.

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ORDER CONDITIONALLY DISMISSING CASE WITH PREJUDICE

Pursuant to FRCP Rule 41(a) and the stipulation of the parties, and good cause appearing, the Court hereby orders that this case is conditionally dismissed with prejudice, each party to bear its own costs. The settlement calls for payments by Defendants over time through December 31, 2014, and if Defendants fail to make those payments or otherwise are in default of the settlement agreement, then CAI may file a stipulated judgment against them in this action. If Defendants fulfill the terms of the settlement agreement then the stipulated judgment will be void and the dismissal of this action will be final and unconditional as of January 31, 2015. The Court incorporates the terms of the settlement agreement into this Dismissal and Order by reference and retains jurisdiction to enforce the settlement agreement and receive (if appropriate) the stipulated judgment.

Dated: 12/19/2012


United States District Judge