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 16 Drain Cleaning, Inc. and WESTERN SURETY COMPANY,
 17 and AMERICAN CONTRACTORS INDEMNITY COMPANY

18 **UNITED STATES DISTRICT COURT**
 19 **NORTHERN DISTRICT OF CALIFORNIA**

20 FRANCIS SANCHEZ, JOSE L.
 21 SANCHEZ, ROBERTO A. CALLES
 22 and ERIC ORTIZ CRUZ,

23 Plaintiffs,

24 vs.

25 H&R PLUMBING AND DRAIN
 26 CLEANING, INC., CITY OF
 27 BRENTWOOD, MOUNTAIN VIEW
 28 SANITARY DISTRICT, WESTERN
 SURETY COMPANY, and AMERICAN
 CONTRACTORS INDEMNITY
 COMPANY,

Defendants.

No. CV 12-04588 DMR

**STIPULATION AND ORDER TO
 DISMISS ENTIRE ACTION WITH
 PREJUDICE; COURT TO RETAIN
 JURISDICTION AS TO H&R
 PLUMBING AND DRAIN
 CLEANING, INC. ONLY**

1 Plaintiffs FRANCIS SANCHEZ, JOSE L. SANCHEZ, ROBERTO A. CALLES and ERIC
2 ORTIZ CRUZ, and Defendant H&R PLUMBING AND DRAIN CLEANING, INC. (“H&R”) and
3 WESTERN SURETY COMPANY, and AMERICAN CONTRACTORS INDEMNITY
4 COMPANY (“Sureties”) hereby stipulate and agree as follows:
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- 6 1. The matter has fully settled and the parties have executed a written settlement
7 agreement. The agreement calls for payments to be made over an eighteen month
8 period.
- 9 2. The parties stipulate that this matter be dismissed with prejudice as to all
10 Defendants.
- 11 3. The parties stipulate that the Dismissal as to public entities CITY OF
12 BRENTWOOD and MT. VIEW SANITARY DISTRICT (erroneously identified as
13 MOUNTAIN VIEW SANITARY DISTRICT), and sureties WESTERN SURETY
14 COMPANY and AMERICAN CONTRACTORS INDEMNITY COMPANY, be
15 final and binding with no continuing jurisdiction as to enforcement as to those
16 Defendants.
- 17 4. The parties request that the Court retain jurisdiction to enforce the settlement
18 agreement in the event there is a breach as between Plaintiffs and H&R
19 PLUMBING AND DRAIN CLEANING, INC. only for a period of eighteen
20 months or to November 1, 2015.

21 IT IS SO STIPULATED
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Dated: __April 4, 2013__.

DAVENPORT GERSTNER & McCLURE



JEFFREY G. McCLURE
Attorneys for Defendant, H&R PLUMBING AND
DRAIN CLEANING, INC. and WESTERN SURETY
COMPANY, and AMERICAN CONTRACTORS
INDEMNITY COMPANY

Dated: ____ April 4, 2013 __.

____/s/ Tomas Margain_____
TOMAS E. MARGAIN
Attorneys for Plaintiffs FRANCIS SANCHEZ,
JOSE L. SANCHEZ, ROBERTO A CALLES and
ERIC ORTIZ CRUZ

ORDER

Based on the stipulation of counsel and good cause shown, this matter is dismissed with prejudice. All deadlines are hereby terminated. The parties have reached a settlement through counsel. Defendants WESTERN SURETY COMPANY and AMERICAN CONTRACTORS INDEMNITY COMPANY are dismissed with prejudice without any continuing jurisdiction of the Court as to them. As to Plaintiffs and Defendant H&R PLUMBING AND DRAIN CLEANING, INC. only the Court retains jurisdiction to enforce the terms of settlement agreement so long as a motion is filed before November 1, 2015. After that, this order is without prejudice with any party seeking to enforce the contract in a separate proceeding.

IT IS SO ORDERED

DATED: 4/18/13

By: 

Donna Ryu
United States District Court
Magistrate Judge