

1 Ronald L. Richman, SBN 139189  
 Susan J. Olson, SBN 152467  
 2 BULLIVANT HOUSER BAILEY PC  
 601 California Street, Suite 1800  
 3 San Francisco, California 94108  
 Telephone: 415.352.2700  
 4 Facsimile: 415.352.2701  
 E-Mail: ron.richman@bullivant.com  
 5 susan.olson@bullivant.com

6 Attorneys for Plaintiffs

7  
 8 UNITED STATES DISTRICT COURT  
 9 NORTHERN DISTRICT OF CALIFORNIA  
 10 OAKLAND DIVISION

11 BOARD OF TRUSTEES OF THE  
 LABORERS HEALTH AND WELFARE  
 12 TRUST FUND FOR NORTHERN  
 CALIFORNIA; BOARD OF TRUSTEES OF  
 13 THE LABORERS VACATION-HOLIDAY  
 TRUST FUND FOR NORTHERN  
 14 CALIFORNIA; BOARD OF TRUSTEES OF  
 THE LABORERS PENSION TRUST FUND  
 15 FOR NORTHERN CALIFORNIA; and  
 BOARD OF TRUSTEES OF THE  
 16 LABORERS TRAINING AND RETRAINING  
 TRUST FUND FOR NORTHERN  
 17 CALIFORNIA,  
 18 Plaintiffs,  
 19 vs.  
 20 EURO-TECH CONSTRUCTION &  
 TRUCKING, INC., a California Corporation;  
 21 JOHN CHARLES FEELY, an individual,  
 22 Defendants.

Case No.: C-13-1381 DMR  
**STIPULATION FOR DISMISSAL  
 WITHOUT PREJUDICE; ORDER  
 THEREON**

23  
 24 IT IS HEREBY STIPULATED by and between Plaintiffs, on the one hand, and  
 25 Defendants Euro-Tech Construction & Trucking, Inc. and John Charles Feely, on the other  
 26 hand, that pursuant to the Settlement Agreement and Release (“Settlement Agreement”), which  
 27 is expressly incorporated by reference into this Stipulation for Dismissal Without Prejudice and  
 28 provides for this Court to retain jurisdiction to enforce the Settlement Agreement, that this

1 Court dismiss this action, without prejudice, and retain jurisdiction over this matter to enforce  
2 the Settlement Agreement should any action be required to enforce the Settlement Agreement  
3 after the dismissal without prejudice is entered by the Court.

4 DATED: July 24, 2013

BULLIVANT HOUSER BAILEY PC

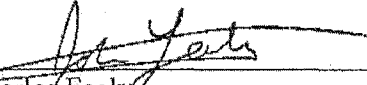
7 By 

Ronald L. Richman  
Susan J. Olson

Attorneys for Plaintiffs

10 DATED: July 29, 2013

11 EURO-TECH CONSTRUCTION & TRUCKING,  
12 INC.

13 By 

14 John Charles Feely

Defendant

16 DATED: July 29, 2013

17 By 

18 John Charles Feely

Defendant

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**ORDER**

Pursuant to the parties' Stipulation and Settlement Agreement, which terms and conditions are fully incorporated herein by this reference, and good cause appearing:

IT IS HEREBY ORDERED that this matter is dismissed, without prejudice.

IT IS FURTHER ORDERED that this Court shall expressly retain jurisdiction over this matter to enforce the Settlement Agreement should any action be required to enforce the Settlement Agreement after the dismissal without prejudice is entered by the Court. See generally *Kokkonen v. Guardian Life Ins. Co. of America*, 511 US 357, 381 (1994); *Hagestad v. Tragesser*, 49 F.3<sup>rd</sup> 1430, 1432 (9<sup>th</sup> Cir. 1995).

DATED: August 5, 2013



By \_\_\_\_\_  
HON. DONNA M. RYU  
UNITED STATES MAGISTRATE JUDGE

14247966.1