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BAE SYSTEMS, INC.; BAE SYSTEMS SHIP REPAIR,  
10 INC.; BAE SYSTEMS SAN FRANCISCO SHIP REPAIR,  
INC.; HUGH VANDERSPEK; and JIM VAUGHT  
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MARTIN NERO  
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1 UNITED STATES DISTRICT COURT  
2 NORTHERN DISTRICT OF CALIFORNIA

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4 MARTIN NERO,

5 Plaintiff,

6 v.

7 BAE SYSTEMS, INC., BAE SYSTEMS SHIP  
8 REPAIR, INC., BAE SYSTEMS SAN  
9 FRANCISCO SHIP REPAIR, INC., HUGH  
10 VANDERSPEK, JIM VAUGHT, and DOES 1  
11 through 100, inclusive,

12 Defendants.

Case No. 13-04271 PJH

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

13 Having completed their respective obligations under a written settlement agreement, Plaintiff  
14 Martin Nero (“Plaintiff”) and Defendants BAE SYSTEMS, INC.; BAE SYSTEMS SHIP REPAIR,  
15 INC.; BAE SYSTEMS SAN FRANCISCO SHIP REPAIR, INC.; HUGH VANDERSPEK; and JIM  
16 VAUGHT (“Defendants”) (collectively “the Parties”), by and through their respective counsel, hereby  
17 stipulate as follows:

- 18 1. The above-captioned action shall be dismissed with prejudice; and  
19 2. Each party shall bear its own attorneys’ fees and costs of suit.

20 **IT IS SO STIPULATED.**

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DATED: January 7, 2015

Respectfully submitted,  
SEYFARTH SHAW LLP

By:                   /s/ Eric M. Lloyd                    
G. Daniel Newland  
Lynn A. Kappelman  
Eric M. Lloyd  
Attorneys for Defendants  
BAE SYSTEMS, INC.; BAE SYSTEMS SHIP  
REPAIR, INC.; BAE SYSTEMS SAN  
FRANCISCO SHIP REPAIR, INC.; HUGH  
VANDERSPEK; and JIM VAUGHT

DATED: January 7, 2015

THE FARRISE LAW FIRM, P.C.

By:                   /s/ Simona A. Farrise                    
Simona A. Farrise  
Siddharth Jhans  
Attorneys for Plaintiff  
MARTIN NERO

DATED: January 7, 2015

LIBERTY LAW

By:                   /s/ Micha Star Liberty                    
Micha Star Liberty  
Attorneys for Plaintiff  
MARTIN NERO

DATED: January 7, 2015

THE ARKIN LAW FIRM

By:                   /s/ Sharon J. Arkin                    
Sharon J. Arkin  
Attorneys for Plaintiff  
MARTIN NERO

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**[PROPOSED] ORDER**

Pursuant to the stipulation of the parties, this action is hereby dismissed with prejudice. Each party shall bear their own attorneys' fees and costs.

IT IS SO ORDERED.

DATE: January 8 , 2015

Hon. Phyllis J. Hamilton  
United States District Judge

