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12 UNITED STATES DISTRICT COURT
 13 NORTHERN DISTRICT OF CALIFORNIA

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15 SANTIAGO CRUZ,

Case No. 4:15-cv-01855-KAW

16 Plaintiff,

**STIPULATION AND [PROPOSED]
 ORDER FOR DISMISSAL**

17 v.

18 ZAHED UDDIN AHMED,

19 Defendant.

20

21 **STIPULATION**

22 WHEREAS, on April 16, 2018, Plaintiff Santiago Cruz (“Plaintiff”) and Defendant Dr.
 23 Zahed Uddin Ahmed (“Defendant”) (collectively “Settling Parties”) through their respective
 24 counsel participated in a settlement conference where the case settled in principal as to the
 25 monetary terms of the settlement.

26 WHEREAS the Settling Parties finalized a written settlement agreement in late July 2018
 27 and have been in the process of obtaining signatures.

28 WHEREAS Plaintiff Cruz signed the final settlement agreement on August 2, 2018, and
 Dennis M. Beaty signed the settlement agreement on behalf of California Department of
 Corrections and Rehabilitation on August 21, 2018.

WHEREAS attached hereto as **Exhibit A** is a true and correct, fully executed copy of the
 settlement agreement;

1 WHEREAS the Settling Parties agree and request that this Court retain jurisdiction until
2 settlement proceeds are paid pursuant to Paragraph 4 of the Agreement.

3 IT IS HEREBY STIPULATED AND AGREED by and between Settling Parties that the
4 complaint and all causes of action against Defendant in the above-captioned action be and hereby
5 are DISMISSED WITH PREJUDICE pursuant to Federal Rules of Civil Procedure Rule
6 41(a)(1)(A)(ii).

7 IT IS FURTHER STIPULATED that Settling Parties shall bear their own costs, and no
8 Settling Party will seek to recover its attorney's fees and costs incurred in this action from any
9 other Settling Party.

10 IT IS FURTHER STIPULATED that, pursuant to the Settling Parties' agreement, this
11 Court shall retain jurisdiction with respect to disputes arising under the Agreement, namely the
12 timely payment of settlement moneys.

13 IT IS FURTHER STIPULATED THAT, Defendant will notify this Court when payment
14 has been made, and if notification of payment has not been made by August 21, 2019, that this
15 Court shall set a Settlement Status Conference soon thereafter wherein Defendant must provide
16 to the Court the status of payment and reason for delay.

17 IT IS SO STIPULATED.

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19 Dated: August 21, 2018

Respectfully submitted,

20 R. MORGAN GILHULY
21 JULIA R. GRAESER
22 BARG COFFIN LEWIS & TRAPP, LLP

23 /s/ Julia R. Graeser
24 JULIA R. GRAESER
25 Attorneys for Plaintiff Santiago Cruz
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1 Dated: August 21, 2018

Respectfully submitted,

2 XAVIER BECERRA
3 Attorney General of California
4 JEFFREY R. VINCENT
5 Supervising Deputy Attorney General

6 /s/ Rohit Kodical
7 ROHIT KODICAL
8 Attorneys for Defendant Dr. Ahmed

9 IT IS SO ORDERED.

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11 Dated: 8/22/18

12 Kandis Westmore
13 The Honorable Kandis Westmore
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