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18 Attorney for Defendant, Vortex Marine Construction, Inc.,
 19 A California Corporation, dba Vortex Diving, Inc.,

20 UNITED STATES DISTRICT COURT
 21 NORTHERN DISTRICT OF CALIFORNIA

22 OPERATING ENGINEERS’ HEALTH AND
 23 WELFARE TRUST FUND FOR NORTHERN
 24 CALIFORNIA, et al.,

25 Plaintiffs,

26 v.

27 VORTEX MARINE CONSTRUCTION, INC., a
 28 California Corporation, *dba* VORTEX DIVING,
 INC.,

Defendant.

Case No. C17-03614 KAW

**JOINT REQUEST TO DISMISS
 MATTER CONDITIONALLY;
 ORDER THEREON**

Plaintiffs and Defendant Defendant Vortex Marine Construction, Inc., A California Corporation, (“Vortex” or “Defendant”), by and through their respective counsel of record, hereby represent that a confidential settlement of this matter has been executed by both Plaintiffs and Defendant. The confidential settlement requires Defendant to comply with specific provisions over time in order to effectuate the settlement. Defendant’s full compliance with these provisions must occur by September 25, 2020.

1 Therefore, the Parties respectfully request that the Court conditionally dismiss this matter
2 pending Defendant's compliance with the settlement terms. The Parties further request that the Court
3 retain jurisdiction of this matter.

4 In the event that Defendant does not meet the conditions of the confidential settlement
5 agreement, then Plaintiffs' Counsel may file a declaration under penalty of perjury on or before
6 September 30, 2020, requesting that the dismissal of this matter not be effectuated by the Court and
7 requesting that the matter be reinstated as a result of Defendant's failure to satisfy its obligations under
8 this Settlement Agreement.

9 In the event Plaintiffs do not file said declaration by September 30, 2020, the Parties request that
10 this Conditional Dismissal be converted to a Dismissal with Prejudice on or after October 1, 2020.

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12 Respectfully submitted,

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14 DATED: February 4, 2020

**SALTZMAN & JOHNSON LAW
CORPORATION**

15
16 By: _____ /S/
17 Matthew P. Minser
18 Attorneys for Plaintiffs, Operating Engineers'
Health And Welfare Trust Fund for Northern
California, et al.

19 DATED: February 4, 2020

LAW OFFICE OF MARCUS T. BROWN

20
21 By: _____ /S/
22 Marcus T. Brown
23 Attorneys for Defendant, Vortex Marine
Construction, Inc., A California Corporation, dba
Vortex Diving, Inc.

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1 **IT IS SO ORDERED.**

2 In accordance with the settlement and request of the Parties, and good cause appearing therefore,
3 **IT IS HEREBY ORDERED** that this matter is dismissed conditionally. The Court will shall retain
4 jurisdiction over this matter until a final dismissal is entered.

5 In the event that Defendant defaults in performance of its settlement with Plaintiffs, Plaintiffs'
6 Counsel may file a declaration under penalty of perjury before September 30, 2020, requesting that the
7 dismissal of this matter not be effectuated by the Court and requesting that the matter be reinstated as a
8 result of Defendant's failure to satisfy its obligations under the confidential settlement agreement. If
9 Plaintiffs do not file said declaration by September 30, 2020, this Conditional Dismissal shall convert to
10 a Dismissal with Prejudice of this matter effective October 1, 2020.

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12 DATED: 2/7/2020

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14 _____
15 UNITED STATES MAGISTRATE JUDGE