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8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA
 10 SAN JOSE DIVISION

11 THE BRIX GROUP, INC., a California
 12 corporation,

13 Plaintiff,

14 vs.

15 COASTAL WIRELESS, L.L.C., an
 16 Arizona limited liability company, dba
 17 Coastal Wireless; MATTHEW S. BLANC,
 18 aka MATT BLANC; JOSHUA ETHAN
 19 ENGSTROM, aka JOSHUA ENGSTROM;
 20 ROBERT WHITNEY FORD, aka
 21 ROBERT W. FORD; DAVID MICHAEL
 22 LICAVOLI, aka DAVID LICAVOLI; and
 23 DOES 1 through 10, inclusive,

24 Defendants.

CASE NO. 5:08-cv-04713PVT

**STIPULATION OF DISMISSAL RE:
 DEFENDANT DAVID MICHAEL
 LICAVOLI; ORDER**

25 IT IS HEREBY STIPULATED by and between Plaintiff The Brix Group, Inc.
 26 (“Plaintiff Brix”), and Defendant David Michael Licavoli, aka David Licavoli (“Defendant
 27 Licavoli”), through their designated counsel, as follows:

28 Plaintiff Brix and Defendant Licavoli have reached a full and final settlement of all
 their respective issues in this action, and a Settlement Agreement between these parties has

1 been fully executed.

2 Under the terms of the Settlement Agreement, Defendant Licavoli is to perform his
3 payment obligation on or before April 8, 2011. The parties shall comply with their Settlement
4 Agreement, a copy of which is incorporated herein by reference as if fully set forth.

5 Plaintiff Brix and Defendant Licavoli hereby stipulate that this Court shall retain
6 jurisdiction to enforce the Settlement Agreement until June 1, 2011, in accordance with and
7 under the authority set forth in *Kokkonen v. Guardian Life Ins. Co. of America*, 511 US 381-
8 382. Although the parties hereto are dismissing this action with prejudice, they agree that the
9 Court will retain jurisdiction over this action and the parties hereto in order to be able to
10 enforce the terms of the Settlement Agreement.

11 IT IS HEREBY STIPULATED by and between the parties to this action through their
12 designated counsel that this action be and hereby is dismissed with prejudice pursuant to
13 FRCP 41 (a)(2), and the Court retains jurisdiction to enforce the terms of the Settlement
14 Agreement until June 1, 2011.

15 SO STIPULATED,

16
17 Date: February 10, 2011


_____/S/
Mark S. Carlquist,
Attorney for Plaintiff,
THE BRIX GROUP, INC.

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20 Date: February 8, 2011

_____/S/
R. David Sobel
Altfeld & Battaile P.C.
Attorney for Defendant,
DAVID MICHAEL LICAVOLI,
AKA DAVID LICAVOLI

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25 IT IS SO ORDERED:

26 Date: February 28, 2011 _____



U.S. JXXXXXXXXXXXXXXXXX
MAGISTRATE JUDGE

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I hereby attest that I have on file all holograph signatures for any signatures indicated by a “conformed” signature (/S/) within this e-filed document.

Dated: February 10, 2011

_____/S/_____
MARK S. CARLQUIST