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 Pacific Gas and Electric Company

6 UNITED STATES DISTRICT COURT
 7 NORTHERN DISTRICT OF CALIFORNIA

9 PACIFIC GAS AND ELECTRIC
 COMPANY, a California Company
 10
 11 Plaintiff.
 vs.
 12 SIMON PROPERTY GROUP, INC. and
 DOES 1-10, inclusive,
 13
 14 Defendants.
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Case No. CV13-1043-HRL

**STIPULATED SETTLEMENT
 AGREEMENT AND ~~PROPOSED~~
 ORDER OF DISMISSAL**

16 Pursuant to Civil L.R. 7-12, this Stipulated Settlement Agreement is entered into by and
 17 between Plaintiff Pacific Gas and Electric Company ("PG&E") and Defendant Simon Property
 18 Group, Inc. ("Simon").

19 WHEREAS, on January 28, 2013 PG&E filed a complaint in the Superior Court of
 20 California, Contra Costa County which was removed by Simon to this Court on March 7, 2013
 21 alleging damage to certain PG&E property due to a leak in a water line at The Great Mall in
 22 Milpitas, California on or about October 3, 2010 (the "Complaint").

23 WHEREAS, PG&E and Simon, through their authorized representatives and without any
 24 admission or final adjudication of the issues of fact or law with respect to PG&E's claims, have
 25 reached a settlement that they consider to be a just, fair, adequate, and equitable resolution of the
 26 disputes set forth in the Complaint.

1 NOW, THEREFORE, IT IS STIPULATED BY AND BETWEEN THE PARTIES AS
2 FOLLOWS:

3 1. Simon shall pay PG&E a sum certain as full satisfaction of any and all claims alleged in
4 the Complaint as set forth more fully in a Settlement Agreement prepared and executed by the
5 parties.

6 2. In exchange for the payment described above, PG&E will dismiss all of its claims
7 contained in the Complaint against Simon.

8 3. In the event of an action to enforce any of the provisions of the Settlement Agreement,
9 the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees,
10 court costs and necessary disbursements incurred in connection with such action.

11 4. PG&E has asserted no personal injury claims in the Complaint and there is no need to
12 notify Medicare or any other lienholder of the settlement reached between the parties.

13 5. Upon approval of this agreement by the Court, all counts of PG&E's Complaint shall be
14 dismissed with prejudice. The parties hereby stipulate and respectfully request that the Court
15 retain jurisdiction to oversee compliance with the terms of this Agreement and to resolve any
16 motions to modify such terms.

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18 Dated: October 15, 2013



Samuel S. Baxter, Esq.
Counsel for Defendant Simon Property Group, Inc.

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21 Dated: October 15, 2013



Dawn Ceizler, Esq.
Counsel for Plaintiff Pacific Gas and Electric
Company

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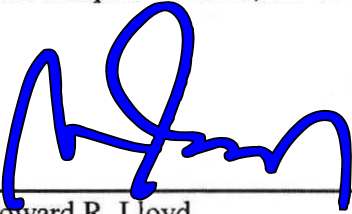
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1 The Court having been notified of the settlement of this action, and it appearing that no
2 issue remains for the Court's determination,

3 IT IS HEREBY ORDERED THAT this action and all claims asserted herein are
4 DISMISSED with prejudice. In the event that the settlement is not perfected, any party may move
5 to reopen the case and the trial will be rescheduled, provided that such motion is filed within 35
6 days of this order. All scheduled dates, including the trial and pretrial dates, are VACATED.

7 IT IS SO ORDERED

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9 Dated: October 23, 2013



Howard R. Lloyd
United States Magistrate Judge

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