

1 Ronald L. Richman, SBN 139189  
 Susan J. Olson, SBN 152467  
 2 BULLIVANT HOUSER BAILEY PC  
 235 Pine Street, Suite 1500  
 3 San Francisco, California 94104  
 Telephone: 415.352.2700  
 4 Facsimile: 415.352.2701  
 E-Mail: ron.richman@bullivant.com  
 5 susan.olson@bullivant.com

6 Attorneys for Plaintiffs

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

11 BOARD OF TRUSTEES OF THE  
 LABORERS HEALTH AND WELFARE  
 12 TRUST FUND FOR NORTHERN  
 CALIFORNIA; BOARD OF TRUSTEES OF  
 13 THE LABORERS VACATION-HOLIDAY  
 TRUST FUND FOR NORTHERN  
 14 CALIFORNIA; BOARD OF TRUSTEES OF  
 THE LABORERS PENSION TRUST FUND  
 15 FOR NORTHERN CALIFORNIA; and  
 BOARD OF TRUSTEES OF THE  
 16 LABORERS TRAINING AND RETRAINING  
 TRUST FUND FOR NORTHERN  
 17 CALIFORNIA,  
 Plaintiffs,  
 18  
 vs.  
 19 VALLEY DEMOLITION, INC., a California  
 20 Corporation,  
 Defendant.  
 21

Case No.: 5:16-cv-01171-BLF

**STIPULATION FOR DISMISSAL  
 WITHOUT PREJUDICE AND  
 RETENTION OF JURISDICTION;  
 ORDER THEREON**

**STIPULATION**

22  
 23 IT IS HEREBY STIPULATED by and between Plaintiffs, on the one hand, and  
 24 Defendant Valley Demolition, Inc., on the other hand, through their respective counsel, that  
 25 pursuant to the Settlement Agreement and Release and Stipulation for Dismissal (“Agreement”),  
 26 which is expressly incorporated by reference into this Stipulation for Dismissal Without  
 27 Prejudice and Retention of Jurisdiction, that this Court dismiss this action, without prejudice,  
 28

1 and retain jurisdiction over this matter to enforce the Agreement should any action be required  
2 to enforce the Agreement after the dismissal without prejudice is entered by the Court.

3 DATED: July 20, 2016

4 BULLIVANT HOUSER BAILEY PC

5  
6 By   
7 Ronald L. Richman

8 Attorneys for Plaintiffs

9  
10 DATED: July 20, 2016

11 THE LITIGATION LAW GROUP

12  
13 By   
14 Linda Keny

15 Attorneys for Defendant

16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**ORDER**

Pursuant to the parties' Stipulation and Agreement, which terms and conditions are fully incorporated herein by this reference, and good cause appearing:

IT IS HEREBY ORDERED that this matter is dismissed, without prejudice.

IT IS FURTHER ORDERED that this Court shall expressly retain jurisdiction over this matter to enforce the Agreement should any action be required to enforce the Agreement after the dismissal without prejudice is entered by the Court. See generally *Kokkonen v. Guardian Life Ins. Co. of America*, 511 US 357, 381 (1994); *Hagestad v. Tragesser*, 49 F.3d 1430, 1432 (9<sup>th</sup> Cir. 1995).

DATED: \_\_\_\_\_, 2016

By   
HON. BETH LABSON FREEMAN  
UNITED STATES DISTRICT JUDGE

4836-6126-8277.1