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7 Attorneys for the United States

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

12 UNITED STATES *ex rel.* JUAN GUERRA, ) CASE NO. 18-cv-1666-NC  
 )  
 13 Plaintiffs, )  
 )  
 14 v. ) **JOINT STIPULATION OF**  
 ) **DISMISSAL AND**  
 15 BI THI NGUYEN, individually and as trustee ) **~~[PROPOSED]~~ ORDER**  
 of the Bi Thi Nguyen Revocable Living Trust )  
 16 dated 12/15/2016, )  
 )  
 17 Defendant. )

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 19 Pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b)(1) and (d)(2),  
 20 and in accordance with and subject to all of the terms and conditions of the settlement agreement among  
 21 the United States, Relator, and Defendant, effective January 7, 2019, (the “Agreement”), the United  
 22 States, Relator Juan Guerra (“Relator”), and Defendant Bi Thi Nguyen, individually and as trustee of the  
 23 Bi Thi Nguyen Revocable Living Trust dated 12/15/2016 (“Defendant”), hereby stipulate as follows:

- 24 1. As to the United States, the claims against Defendant asserted in this action are dismissed  
 25 with prejudice, subject to all of the terms of the Agreement, as to the Covered Conduct  
 26 released in the Agreement, and without prejudice as to all other claims.  
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- 1           2. As to Relator, all claims against Defendant asserted in this action are dismissed with
- 2           prejudice, subject to all of the terms of the Agreement, except for Relator's reasonable
- 3           expenses, attorney's fees, and costs.
- 4           3. According to the terms of the Agreement, this Court retains jurisdiction over this action and
- 5           the parties to enforce the Agreement and to resolve any dispute involving a claim by Relator
- 6           for his reasonable expenses, attorney's fees, and costs.
- 7           4. This stipulation does not affect Relator's pending motion for attorney fees and costs or
- 8           Defendant's opposition to that motion. *See* ECF No. 60 and No. 61.
- 9           5. A copy of the Agreement has been filed with the Court. *See* ECF No. 60-1, ex. A.
- 10          A proposed order accompanies this notice.
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1 IT IS SO STIPULATED.

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Respectfully submitted,

DAVID L. ANDERSON  
United States Attorney

Dated: March 18, 2019 By:

Kim Friday  
KIMBERLY FRIDAY  
Assistant United States Attorney

LAW OFFICE OF TODD ESPINOSA

Dated: March 18, 2019 By:

Todd Espinosa  
TODD ESPINOSA  
Attorney for *Qui Tam* Plaintiff Juan Guerra

THE ONU LAW FIRM

Dated: March 18, 2019 By:

Mitch Onu  
MITCH ONU  
Attorney for Defendant Bi Thi Nguyen, individually  
and as trustee of the Bi Thi Nguyen Revocable  
Living Trust dated 12/15/2016

**CERTIFICATION**

Pursuant to Local Rule 5-1(i)(3), the undersigned hereby attests that Todd Espinosa and Mitch Onu have concurred in the filing of this document and authorized me to sign it on their behalf.

DAVID L. ANDERSON  
United States Attorney

Dated: March 18, 2019 By:

Kim Friday  
KIMBERLY FRIDAY  
Assistant United States Attorney

~~PROPOSED~~ ORDER

**PURSUANT TO STIPULATION, IT IS SO ORDERED.** This Court retains jurisdiction over this action and the parties to enforce the Settlement Agreement and to resolve any dispute involving a claim by Relator for his reasonable expenses, attorney's fees, and costs.

Dated: 3/19/2019

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HON. NATHANAEL M. COUSINS  
United States Magistrate Judge



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