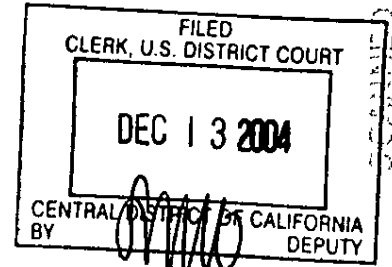


Perfect 10 Inc v. George Dranichak et al

Doc. 1

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- JS-2/JS-3

8 Attorneys for Plaintiff
PERFECT 10, INC.

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11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA

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PERFECT 10, INC., a California corporation

Plaintiff,

v.

GEORGE DRANICHAK, an individual; and DOES 1 through 10, inclusive,

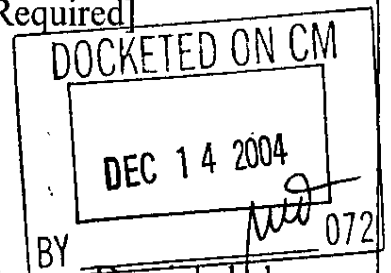
Defendants.

Case No. CV 04-2581 AHM (JTLx)

STIPULATION AND ~~PROPOSED~~ ORDER FOR DISMISSAL OF ALL CLAIMS WITH PREJUDICE AGAINST DEFENDANT GEORGE DRANICHAK

[Fed. R. Civ. P. 41(a)]

[No Hearing Date Required]



Plaintiff Perfect 10, Inc. ("Perfect 10") and Defendant George Dranichak, by and through their respective attorneys of record, hereby agree and stipulate as follows:

1. Perfect 10 and George Dranichak have entered into an agreement to settle this action ("Settlement Agreement"). Under the terms of the Settlement Agreement, the parties have agreed, among other things, that plaintiff Perfect 10 will

SCANNED

1 dismiss, with prejudice, all claims against defendant George Dranichak. These
2 parties have also agreed that each shall bear their own costs and attorneys' fees.

3 2. Accordingly, the Complaint and all claims in this action between Perfect
4 10 and George Dranichak shall be dismissed, with prejudice, with all parties to bear
5 their own costs and attorneys' fees.

6 3. George Dranichak submits to the jurisdiction of this Court only for the
7 purpose of enforcing the terms of the Settlement Agreement. This Court shall have
8 and retain continuing jurisdiction over this action and over Perfect 10 and George
9 Dranichak, to enforce the terms of the Settlement Agreement between the parties,
10 including by motion or by *ex parte* application, as appropriate.

11 DATED: December 10, 2004

BERMAN, MAUSNER & RESSER,
A Law Corporation

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14 By: Jeffrey N. Mausner
15 Jeffrey N. Mausner
16 Attorneys for Plaintiff Perfect 10, Inc.

17 LAW OFFICES OF JOHN A. CASE, JR.

18 DATED: November __, 2004

19 By: _____
20 John A. Case, Jr.
21 Attorneys for Defendant George Dranichak

SCANNED

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10 including by motion or by *ex parte* application, as appropriate.

11 DATED: December __, 2004

BERMAN, MAUSNER & RESSER,
A Law Corporation

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13

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By: _____
Jeffrey N. Mausner
Attorneys for Plaintiff Perfect 10, Inc.

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LAW OFFICES OF JOHN A. CASE, JR.

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DATED: December 8,
~~November __,~~ 2004

By: 

John A. Case, Jr.
Attorneys for Defendant George Dranichak

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SCANNED

ORDER

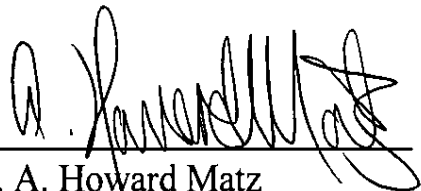
Based on the foregoing stipulation, and good cause appearing therefore, IT IS ORDERED that:

1. All claims in this action between plaintiff and defendant George Dranichak shall be dismissed, with prejudice, with each of the settling parties to bear its or his own costs and attorneys' fees.

2. George Dranichak being the only named defendant in this action, the entire action is hereby dismissed.

3. This Court shall have and retain continuing jurisdiction over this action and the parties to enforce the terms of the Settlement Agreement, including by motion or by *ex parte* application, as appropriate.

Dated: 12/13/04


Hon. A. Howard Matz
United States District Judge