

1 K. Randolph Moore, SBN 106933  
Tanya E. Moore, SBN 206683  
2 MOORE LAW FIRM, P.C.  
332 North Second Street  
3 San Jose, California 95112  
Telephone: (408) 298-2000  
4 Facsimile: (408) 298-6046

5 Attorneys for Plaintiff  
Jesus Sosa  
6  
7

8 **UNITED STATES DISTRICT COURT**  
9 **EASTERN DISTRICT OF CALIFORNIA**  
10

11 JESUS SOSA,	)	No: 1:10-CV-01454-LJO-BAM
	)	
12 Plaintiff,	)	
	)	<b>STIPULATION FOR DISMISSAL OF</b>
13 vs.	)	<b>ACTION; ORDER</b>
	)	
14 GERARDO MEJIA dba MEJIA'S TACO	)	
15 SHOP,	)	
	)	
16 Defendant.	)	
	)	
17	)	

18 IT IS HEREBY STIPULATED by and between Plaintiff Jesus Sosa ("Plaintiff") and  
19 Defendant Gerardo Mejia dba Mejia's Taco Shop ("Defendant"), by and through their  
20 respective counsel, that pursuant to Federal Rule of Civil Procedure 41(a)(2), Defendant  
21 Gerardo Mejia dba Mejia's Taco Shop be dismissed with prejudice from this action.

22 IT IS FURTHER STIPULATED between Plaintiff and Defendant that this case has been  
23 settled as between them and all issues and controversies have been resolved to their mutual  
24 satisfaction. Plaintiff and Defendant request the Court to retain jurisdiction to enforce the terms  
25 of their settlement agreement under the authority of *Kokkonen v. Guardian Life Ins. Co. of*  
26 *America*, 511 U.S. 375, 381-82 (1994).

27 ///

28 ///

1 Date: March 13, 2012

MOORE LAW FIRM, P.C.

2

3

/s/ Tanya E. Moore

4

Tanya E. Moore

5

Attorney for Plaintiff Jesus Sosa

6

7 Date: March 12, 2012

LAW OFFICE OF KEVIN SCHWIN

8

/s/ Kevin Schwin

9

Kevin Schwin

10

Attorney for Defendant Gerardo Mejia dba

11

Mejia's Taco Shop

12

**ORDER**

13

The parties having so stipulated,

14

**IT IS HEREBY ORDERED** as follows:

15

1. Plaintiff Jesus Sosa and Defendant Gerardo Mejia dba Mejia's Taco Shop shall  
16 comply with the terms of the confidential Settlement Agreement and Release in Full, the terms  
17 of which are incorporated herein by reference.

18

2. By consent of Plaintiff Jesus Sosa and Defendant Gerardo Mejia dba Mejia's  
19 Taco Shop, the Court shall retain jurisdiction in this matter for the purpose of enforcing the  
20 terms of the settlement agreement.

21

3. Except as provided for in paragraphs 1 and 2 above, Gerardo Mejia dba Mejia's  
22 Taco Shop is dismissed with prejudice from this action.

23

The clerk is directed to close this action.

24

25

26 IT IS SO ORDERED.

27

Dated: March 13, 2012

28

/s/ Lawrence J. O'Neill

UNITED STATES DISTRICT JUDGE

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