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16 Attorney for Defendants LA TERRAZA, INC.; and THE MORSE BUILDING LLC

17 UNITED STATES DISTRICT COURT  
 18 EASTERN DISTRICT OF CALIFORNIA

19 NEVA LEMA,  
 20  
 21 Plaintiff,

CASE NO. 2:10-CV-03063-WBS-DAD  
 Civil Rights

22 v.

23 LA TERRAZA, INC.; THE MORSE  
 24 BUILDING, LLC, and DOES 1  
 25 through 50, Inclusive,  
 26 Defendants.

**STIPULATION AND [Proposed] ORDER  
 SEEKING DISMISSAL WITH PREJUDICE  
 AND RETAINED JURISDICTION TO  
 INTERPRET AND ENFORCE THE ON-  
 THE-RECORD SETTLEMENT AGREEMENT;  
 LIMITED REQUEST FOR REFERRAL TO  
 MAGISTRATE JUDGE DROZD FOR  
 FUTURE PROCEEDINGS RELATED TO  
 ENFORCEMENT**

27 \_\_\_\_\_/  
 28 RANDY LEMA,  
 29  
 30 Plaintiffs,

RELATED CASE NO.  
 2:11-CV-01205-KJM-DAD

31 v.

32 LA TERRAZA, INC., et al.  
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 34 Defendants.

[TO BE FILED IN BOTH ACTIONS]

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**TO THE COURT:**

The Parties are pleased to report that thanks to the efforts of the Honorable Dale A. Drozd at the Settlement Conference held on July 28, 2011, these two related cases resolved in all respects, including Plaintiff's claims for statutory injunctive relief, statutory damages, and for an award of statutory attorney's fees, litigation expenses and costs. The terms of the Settlement were fully memorialized through an on-the-record settlement agreement. Pursuant to that agreement, the Parties sought and consented to the jurisdiction of Magistrate Judge Drozd for future purposes of interpreting and enforcing the settlement agreement.

Therefore, and pursuant to the terms of Settlement, the Parties request that the Court dismiss both of the related actions with prejudice, but that the Court retain jurisdiction to interpret and enforce the on-the-record settlement agreement. The Parties further request that the Court refer both cases to Magistrate Judge Dale Drozd for any future proceedings related to  
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1 interpretation and enforcement.

2 **SO STIPULATED.**

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Dated: July 30, 2011

TIMOTHY S. THIMESCH  
THIMESCH LAW OFFICE

/s/ Timothy Thimesch  
Attorneys for Plaintiff  
NEVA LEMA

Dated: August 17, 2011

TONY NEVAREZ  
LAW OFFICES

/s/ Anthony Nevarez  
Attorneys for Defendants  
LA TERRAZA, INC.; and THE MORSE  
BUILDING LLC

**ORDER**

SO ORDERED.

Dated: August 22, 2011



WILLIAM B. SHUBB  
UNITED STATES DISTRICT JUDGE