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7 Attorneys for plaintiffs

8 **UNITED STATES DISTRICT COURT**

9 **NORTHERN DISTRICT OF CALIFORNIA**

10 AIK CHEONG NEO, an individual D/B/A PO
 LO KU TRADING, and KAI CHANG HO, an
 11 individual

Civil Action No. C09-00739

12 Plaintiffs

13 vs.

**STIPULATION OF DISMISSAL OF
 DEFENDANT KAM LEE
 YUEN TRADING CO., INC., WITH
 PREJUDICE, PURSUANT TO FED. R. CIV.
 P. 41(a)(1) AND ORDER**

14 MARINA BROTHERS, INC., a California
 Corporation D/B/A MARINA FOOD #5;
 15 WELCOME MARKET, INC., a California
 Corporation D/B/A 99 RANCH MARKET;
 16 T. L. LONGCHAMP CORPORATION, a
 California Corporation D/B/A LION FOOD
 CENTER; WING WA, INC., a California
 17 Corporation D/B/A WING WA
 SUPERMARKET; NGU HANH SON INC. a
 18 California Corporation D/B/A CHO SENTER
 MARKET; ROYAL CAPITAL GROUP, LLC.
 19 D/B/A NEW ASIA SUPERMARKET;
 LINCHANG Liu and YI-HUI LIU, individuals
 20 D/B/A EIGHT-WAY VEGE; HAWAII
 SUPERMARKET; MY THUAN, INC. , a
 21 California Corporation D/B/A MY THUAN
 SUPERMARKET; DONG PHUONG INC, a
 22 California Corporation D/B/A ABC
 SUPERMARKET; SAIGON CITY
 23 INVESTMENT, INC., a California Corporation,
 D/B/A SAIGON CITY MARKETPLACE;
 24 CHUNG WORLD CORPORATION, a
 California Corporation, D/B/A QUANG MINH
 25 SUPERMARKET; HOA BINH GARDEN
 GROVE SUPERMARKET, INC., a California
 26 Corporation; KAM LEE YUEN TRADING
 CO., INC., a California Corporation; SUNNY
 27 GOLD INC., a New York Corporation; PO LO
 KU TRADING, INC., a New York Corporation;
 28 and JOHN DOES 1-20;

Defendants.

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Pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure, Plaintiffs Aik Cheong Neo, an individual D/B/A Po Lo Ku Trading (“Neo”), and Kai Chang Ho, an individual (“Ho”) and Defendant Kam Lee Yuen Trading, Company, Inc., (“Kam Lee”) hereby stipulate and jointly request that the Court dismiss Neo’s and Ho’s claims against Kam Lee *with prejudice*. Neo, Ho, and Kam Lee jointly declare the following in support of this request:

WHEREAS the above-captioned action (the “Action”) was commenced on February 19, 2009, with service accomplished upon Kam Lee thereafter.

WHEREAS Neo, Ho, and Kam Lee have entered into a settlement agreement on June 24, 2009, resolving all of the claims against Kam Lee in the Action.

NOW THEREFORE, IT IS HEREBY STIPULATED and agreed by Neo, Ho, and Kam Lee, and through their counsel of record, that Neo’s and Ho’s claims against Kam Lee be dismissed with prejudice, pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure. In accordance with the Agreement, Neo, Ho, and Kam Lee also request that this Court retain and have exclusive jurisdiction over Neo, Ho, and Kam Lee with respect to disputes arising under the Agreement, and further agree that any such disputes arising under the Agreement shall be heard before a Magistrate Judge.

IT IS FURTHER STIPULATED and agreed by Neo, Ho, and Kam Lee, and through their counsel of record, that Neo, Ho, and Kam Lee are to bear their own costs and attorneys’ fees.

IT IS SO STIPULATED.

Dated: September 2, 2009

LAW OFFICES OF RICHARD C.J. WAHNG

By: _____/s/
Richard C. J. Wahng
Attorney for Plaintiffs
Aik Cheong Neo, and individual and d/b/a
Po Lo Ku Trading, and
Kai Chang Ho, an individual

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Dated: August 21, 2009

ROPERS MAJESKI KOHN & BENTLEY

By: _____/s/
Brian Michael Affrunti
Attorneys for Defendant
Kam Lee Yuen Trading, Company, Inc.

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ORDER

Having considered Plaintiffs Aik Cheong Neo, an individual D/B/A Po Lo Ku Trading, and Kai Chang Ho, an individual, and Defendant Kam Lee Yuen Trading Company, Inc.’s Stipulation of Dismissal with Prejudice, Pursuant to Fed. R. Civ. P. 41(a)(1) (“Stipulation of Dismissal”), and for good cause appearing, it is hereby **ORDERED** that Plaintiffs’ Complaint is dismissed with prejudice as to Defendant Kam Lee Yuen Trading Company, Inc.

IT IS FURTHER ORDERED that the Court shall retain and have exclusive jurisdiction over Plaintiffs Aik Cheong Neo, an individual D/B/A Po Lo Ku Trading and Kai Chang Ho, an individual, and Defendant Kam Lee Yuen Trading Company, Inc., with respect to disputes arising under the Agreement, and any such disputes arising under the Agreement shall be heard before a Magistrate Judge.

IT IS FURTHER ORDERED that Plaintiffs Aik Cheong Neo, an individual D/B/A Po Lo Ku Trading, and Kai Chang Ho, an individual, and Defendant Kam Lee Yuen Trading Company, Inc. bear their own attorneys’ fees and costs.

Dated: September 11, 2009

