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12 Attorneys for plaintiffs

13 **UNITED STATES DISTRICT COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**

15 AIK CHEONG NEO, an individual D/B/A PO
16 LO KU TRADING, and KAI CHANG HO, an
17 individual

Civil Action No. C09-00739

18 Plaintiffs

19 vs.

**STIPULATION OF DISMISSAL OF
20 DEFENDANT MARINA BROTHERS, INC.,
21 a California Corporation D/B/A MARINA
22 FOOD #5 WITH PREJUDICE, PURSUANT
23 TO FED. R. CIV. P. 41(a)(1) AND ORDER**

24 MARINA BROTHERS, INC., a California
25 Corporation D/B/A MARINA FOOD #5;
26 WELCOME MARKET, INC., a California
27 Corporation D/B/A 99 RANCH MARKET;
28 T. L. LONGCHAMP CORPORATION, a
California Corporation D/B/A LION FOOD
CENTER; WING WA, INC., a California
Corporation D/B/A WING WA
SUPERMARKET; NGU HANH SON INC. a
California Corporation D/B/A CHO SENTER
MARKET; ROYAL CAPITAL GROUP, LLC.
D/B/A NEW ASIA SUPERMARKET;
LINCHANG Liu and YI-HUI LIU, individuals
D/B/A EIGHT-WAY VEGE; HAWAII
SUPERMARKET; MY THUAN, INC., a
California Corporation D/B/A MY THUAN
SUPERMARKET; DONG PHUONG INC, a
California Corporation D/B/A ABC
SUPERMARKET; SAIGON CITY
INVESTMENT, INC., a California Corporation,
D/B/A SAIGON CITY MARKETPLACE;
CHUNG WORLD CORPORATION, a
California Corporation, D/B/A QUANG MINH
SUPERMARKET; HOA BINH GARDEN
GROVE SUPERMARKET, INC., a California
Corporation; KAM LEE YUEN TRADING
CO., INC., a California Corporation; SUNNY
GOLD INC., a New York Corporation; PO LO
KU TRADING, INC., a New York Corporation;
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 Marina Brothers, Inc., a California Corporation D/B/A Marina Food #5 (“Marina”) hereby stipulate and jointly request that the Court dismiss Neo’s and Ho’s claims against ABC Supermarket, *with prejudice*. Neo, Ho, and Marina 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 Marina thereafter.

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

NOW THEREFORE, IT IS HEREBY STIPULATED and agreed by Neo, Ho, and Marina, and through their counsel of record, that Neo’s and Ho’s claims against Marina 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 Marina also request that this Court retain and have exclusive jurisdiction over Neo, Ho, and Marina 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.

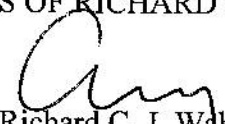
IT IS FURTHER STIPULATED and agreed by Neo, Ho, and Marina, and through their counsel of record, that Neo, Ho, and Marina are to bear their own costs and attorneys’ fees.

IT IS SO STIPULATED.

Dated: July 10 / 1, 2009

LAW OFFICES OF RICHARD C.J. WAHNG

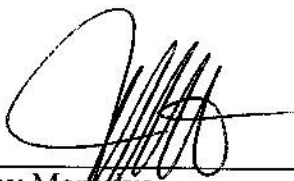
By:


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

Dated: September 28, 2009

CESARI WERNER AND MORIARTY

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By: _____
Jose Anthony Morralvo
Attorneys for Defendant
Defendant Marina Brothers, Inc., a California
Corporation D/B/A Marina Food #5

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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 Marina Brothers, Inc., a California Corporation D/B/A Marina Food #5 's Stipulation of Dismissal with Prejudice, Pursuant to Fed. R. Civ. P. 41(a)(1) ("Amended Stipulation of Dismissal"), and for good cause appearing, it is hereby **ORDERED** that this Action, and associated cross-claims, is dismissed with prejudice as to Defendant Marina Brothers, Inc., a California Corporation D/B/A Marina Food #5.

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 Marina Brothers, Inc., a California Corporation D/B/A Marina Food #5 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 Marina Brothers, Inc., a California Corporation D/B/A Marina Food #5 bear their own attorneys' fees and costs.

Dated: November 5, 2009

