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5 Attorneys for Plaintiff
CRAIG YATES, an individual;

7 UNITED STATES DISTRICT COURT
8 NORTHERN DISTRICT OF CALIFORNIA

9 CRAIG YATES, an individual,)
10 Plaintiff,)
11 v.)
12 PHO CLEMENT RESTAURANT;)
ROBERTO TIM-HUNG LEONG (a.k.a.)
13 ROBERTO LEON) and MARIA LEE)
LEONG (a.k.a. MARIA LEON), As)
14 Trustees, OF THE ROBERTO TIM-HUNG)
LEONG AND MARIA LEE LEONG)
15 REVOCABLE TRUST DATED MARCH)
21, 2000; and QUANG B. TRAN, an)
16 individual dba PHO CLEMENT)
RESTAURANT,)
17 Defendants.)
18

CASE NO. CV-10-1410-BZ
STIPULATION OF DISMISSAL AND
~~PROPOSED~~ ORDER THEREON

19 The parties, by and through their respective counsel, stipulate to dismissal of this action in
20 its entirety with prejudice pursuant to Fed.R.Civ.P.41(a)(1). Outside of the terms of the
21 Settlement Agreement and General Release (“Agreement”) herein, each party is to bear its own
22 costs and attorneys’ fees. The parties further consent to and request that the Court retain
23 jurisdiction over enforcement of the Agreement. See Kokonen v. Guardian Life Ins. Co., 511 U.S.
24 375 (1994) (empowering the district courts to retain jurisdiction over enforcement of settlement
25 agreements).

26 Therefore, IT IS HEREBY STIPULATED by and between parties to this action through
27 their designated counsel that the above-captioned action be and hereby is dismissed with prejudice
28

1 pursuant to Federal Rules of Civil Procedure section 41(a)(1).

2 This stipulation may be executed in counterparts, all of which together shall constitute one
3 original document.

4
5 Dated: April 5, 2011

THOMAS E. FRANKOVICH
A PROFESSIONAL LAW CORPORATION

6
7 By: _____ /S/
8 Thomas E. Frankovich
9 Attorney for CRAIG YATES, an individual

10
11 Dated: _____, 2011


HEDANI, CHOY, SPALDING & SALVAGIONE,
12 LLP

13
14 By: _____
15 Randall P. Choy
16 Attorney for Defendant's ROBERTO TIM-HUNG
17 LEONG (a.k.a. ROBERTO LEON) and MARIA
18 LEE LEONG (a.k.a. MARIA LEON), As Trustees,
19 OF THE ROBERTO TIM-HUNG LEONG AND
20 MARIA LEE LEONG REVOCABLE TRUST
21 DATED MARCH 21, 2000; and QUANG B. TRAN

22
23 **ORDER**

24 IT IS HEREBY ORDERED that this matter is dismissed with prejudice pursuant to
25 Fed.R.Civ.P.41(a)(1). IT IS FURTHER ORDERED that the Court shall retain jurisdiction for the
26 purpose of enforcing the parties' Settlement Agreement and General Release should such
27 enforcement be necessary.

28 Dated: 5 April, 2011


Honorable Magistrate Judge Bernard Zimmerman
UNITED STATE DISTRICT JUDGE

1 pursuant to Federal Rules of Civil Procedure section 41(a)(1).

2 This stipulation may be executed in counterparts, all of which together shall constitute one
3 original document.

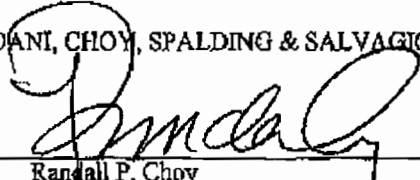
4
5 Dated: _____, 2011

THOMAS E. FRANKOVICH
A PROFESSIONAL LAW CORPORATION

6
7 By: _____
8 Thomas E. Frankovich
9 Attorney for CRAIG YATES, an individual

10
11 Dated: 4/4, 2011

HEDANI, CHOY, SPALDING & SALVAGIONE,
12 LLP

13
14 By: 
15 Randall P. Choy
16 Attorney for Defendant's ROBERTO TIM-HUNG
17 LEONG (a.k.a. ROBERTO LEON) and MARIA
18 LEE LEONG (a.k.a. MARIA LEON), As Trustees,
19 OF THE ROBERTO TIM-HUNG LEONG AND
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22 **ORDER**

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24 Fed.R.Civ.P.41(a)(1). IT IS FURTHER ORDERED that the Court shall retain jurisdiction for the
25 purpose of enforcing the parties' Settlement Agreement and General Release should such
26 enforcement be necessary.

27 Dated: _____, 2011

28 Honorable Magistrate Judge Bernard Zimmerman
UNITED STATE DISTRICT JUDGE