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6 Attorneys for Defendant
 Trinity Protection Services, Inc.
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 9 **UNITED STATES DISTRICT COURT**
NORTHERN DISTRICT OF CALIFORNIA
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11 SAMUEL CASTILLO,

12 Plaintiff,

13 v.

14 TRINITY PROTECTION SERVICES, INC.
 and Does 1 through 50, inclusive,

15 Defendants.
 16

Case No. CV-10-2358 SI

**STIPULATED DISMISSAL WITH
 PREJUDICE AND WITHOUT COSTS
 AND [PROPOSED] ORDER**

Hon. Susan Illston

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 18 **IT IS HEREBY** stipulated and agreed by and between the parties in the above captioned
 19 action that pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), all allegations, claims and
 20 prayers for relief in this litigation brought by Plaintiff, Samuel Castillo (“Mr. Castillo), against
 21 Trinity Protection Services, Inc. (“Trinity”), are hereby dismissed with prejudice and without costs
 22 or attorneys' fees (“Dismissal”) according to the following terms hereby made fully a part of the
 23 Court’s Order:

24 Mr. Castillo covenants, on behalf of himself and his heirs,
 25 successors and assigns, that neither he nor they will file, participate
 26 in, or instigate the filing of any lawsuits, complaints, or charges in
 27 any state or federal court or any proceedings before any local,
 28 administrative, state, or federal agency, or in any other forum,
 except under legal compulsion, claiming that any of the Released
 Parties have violated any law or obligation based upon events or
 omissions occurring prior to the Court’s Order dismissing this
 matter with prejudice, including, but not limited to, any claims that

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have been or could have been asserted in this action and any claims that could have been asserted in any other action. Mr. Castillo understands, acknowledges, and agrees that all such claims, liabilities or causes of action, including, without limitation, any claim for attorneys' fees and costs, are forever barred by this Dismissal, regardless of the forum in which they may be brought.

This existence of, and circumstances related to, this Dismissal are strictly confidential, except to the extent disclosure thereof is required by law. Unless compelled by law, Mr. Castillo agrees not to disclose, either directly or indirectly, the existence of, and/or circumstances related to, this Dismissal to any third party, other than his attorney, spouse, accountant, or tax preparer, provided that he first informs each of these persons of the nature and extent of this confidentiality obligation and secures his or her agreement not to disclose the existence of, and circumstances related to, this Dismissal to any third party. Without limiting the foregoing, Mr. Castillo agrees that he shall not discuss the Action or the existence of, and circumstances related to, this Dismissal with any current or former employee of Trinity, and shall not suggest to any person, either directly or indirectly, that he received valuable consideration as a result of making a demand on or filing the Action or that any such person would receive valuable consideration as a result of taking legal action against Trinity or any of the other Related Parties. Mr. Castillo agrees that a violation of this provision, in any way, is a breach of the Court's Order.

STIPULATED AND AGREED

DATED: December 13, 2010 LEPERA & ASSOCIATES, PC

By: /s/ Joseph A. Lepera
Joseph A. Lepera
Attorney for Plaintiff
Samuel Castillo

DATED: December 13, 2010 KITCHIN LEGAL

By: /s/ Patrick R. Kitchin
Patrick R. Kitchin, Esq.
Attorney for Plaintiff
Samuel Castillo

DATED: December 14, 2010 COBLENTZ, PATCH, DUFFY & BASS LLP

By: /s/ Na'il Benjamin
Na'il Benjamin
Attorneys for Defendant
Trinity Protection Services, Inc.

ORDER

Pursuant to the Stipulation set forth above, **IT IS HEREBY ORDERED** that:

- 1. This action is dismissed with prejudice and without costs;
- 2. The dismissal is expressly conditioned on the following:

Mr. Castillo covenants, on behalf of himself and his heirs, successors and assigns, that neither he nor they will file, participate in, or instigate the filing of any lawsuits, complaints, or charges in any state or federal court or any proceedings before any local, administrative, state, or federal agency, or in any other forum, except under legal compulsion, claiming that any of the Released Parties have violated any law or obligation based upon events or omissions occurring prior to the Court's Order dismissing this matter with prejudice, including, but not limited to, any claims that have been or could have been asserted in this action and any claims that could have been asserted in any other action. Mr. Castillo understands, acknowledges, and agrees that all such claims, liabilities or causes of action, including, without limitation, any claim for attorneys' fees and costs, are forever barred by this Dismissal, regardless of the forum in which they may be brought.

This existence of, and circumstances related to, this Dismissal are strictly confidential, except to the extent disclosure thereof is required by law. Unless compelled by law, Mr. Castillo agrees not to disclose, either directly or indirectly, the existence of, and/or circumstances related to, this Dismissal to any third party, other than his attorney, spouse, accountant, or tax preparer, provided that he first informs each of these persons of the nature and extent of this confidentiality obligation and secures his or her agreement not to disclose the existence of, and circumstances related to, this Dismissal to any third party. Without limiting the foregoing, Mr. Castillo agrees that he shall not discuss the Action or the existence of, and circumstances related to, this Dismissal with any current or former employee of Trinity, and shall not suggest to any person, either directly or indirectly, that he received valuable consideration as a result of making a demand on or filing the Action or that any such person would receive valuable consideration as a result of taking legal action against Trinity or any of the other Related Parties. Mr. Castillo agrees that a violation of this provision, in any way, is a breach of the Court's Order.

- 3. This Court shall retain jurisdiction over this matter for purposes of enforcing the terms and conditions set forth herein.

The Clerk shall close this file.

Dated: _____, 2010

Honorable Susan Illston
United States District Judge