

1 THOMAS E. FRANKOVICH (State Bar #074414)  
 THOMAS E. FRANKOVICH  
 2 *A PROFESSIONAL LAW CORPORATION*  
 4328 Redwood Hwy, Suite 300  
 3 San Rafael, CA 94903  
 Telephone: 415/674-8600  
 4 Facsimile: 415/674-9900

5 Attorneys for Plaintiffs ,IRMA RAMIREZ  
 and DAREN HEATHERLY, each an individual

7  
 8 **UNITED STATES DISTRICT COURT**  
 9 **NORTHERN DISTRICT OF CALIFORNIA**

10 IRMA RAMIREZ and DAREN )  
 HEATHERLY, each an individual, )  
 11 Plaintiffs, )  
 12 v. )  
 13 EL SUPER-BURRITO, INC., a California )  
 14 CORPORATION; and THE WELCH )  
 15 FAMILY PARTNERSHIP, a California )  
 Limited Partnership, )  
 16 Defendants. )  
 17

**CASE NO. CV-11-0807-DMR (EMC)**  
**STIPULATION OF DISMISSAL AND**  
**[PROPOSED] ORDER THEREON**

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

25 ///  
 26 ///  
 27 ///  
 28 ///



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Therefore, IT IS HEREBY STIPULATED by and between parties to this action through their designated counsel that the above-captioned action be and hereby is dismissed with prejudice pursuant to Federal Rules of Civil Procedure section 41(a)(1).

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

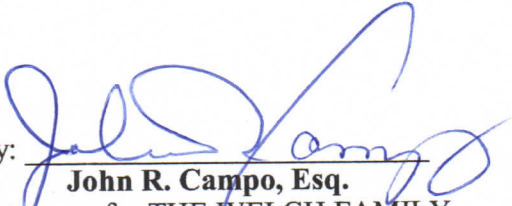
Dated: \_\_\_\_\_, 2011

THOMAS E. FRANKOVICH  
*A PROFESSIONAL LAW CORPORATION*

By: \_\_\_\_\_  
Thomas E. Frankovich  
Attorney for IRMA RAMIREZ and DAREN HEATHERLY, each an individual

Dated: 9-13 \_\_\_\_\_, 2011

**BRANSON, BRINKOP, GRIFFITH & STRONG, LLP**

By:   
**John R. Campo, Esq.**  
Attorneys for THE WELCH FAMILY PARTNERSHIP.

///  
///

1 Dated: September 13 2011

2 **CODDINGTON, HICKS & DANFORTH**

3  
4  
5 By: Richard G. Grotch  
6 **Richard G. Grotch, Esq.**  
7 Attorneys for EL SUPER-BURRITO, INC.

8  
9 **ORDER**

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

14 Dated: 9/14  
15 \_\_\_\_\_, 2011

