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5 Attorneys for Plaintiff DAREN HEATHERLY;
 and IRMA RAMIREZ

7 UNITED STATES DISTRICT COURT
 8 NORTHERN DISTRICT OF CALIFORNIA

10 DAREN HEATHERLY and IRMA)
 11 RAMIREZ, each an individual)

12 Plaintiffs,)
 13)

14 v.)

15 HAPPY DONUTS; WAYNE WOO;)
 16 LILLIAN WOO; WALDEN WOO and)
 CATHERINE L. GLAHN, Trustees of)
 17 THE WALDEN WOO and CATHERINE)
 18 L. GLAHN 2003 REVOCABLE TRUST)
 created September 11, 2003; WESLEY)
 19 WOO, as Trustee of THE WESLEY WOO)
 20 2003 REVOCABLE TRUST created)
 December 31, 2003; WAYNE WOO and)
 21 ANGELA WOO, as Trustees of THE)
 WAYNE WOO and ANGELA WOO)
 22 REVOCABLE TRUST; LILLIAN WOO)
 23 TRUSTEE of THE CHORLEY-WOO)
 TRUST dated December 20, 2006; and)
 24 LILLY YAM and FATH YIN individuals)
 25 dba HAPPY DONUTS,)

26 Defendants.)
 27)
 28)

CASE NO.. CV-11-4129-EDL

STIPULATION OF DISMISSAL AND
~~PROPOSED~~ ORDER THEREON

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

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

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

14
15 Dated: [January 6, 2012](#)

THOMAS E. FRANKOVICH
A PROFESSIONAL LAW CORPORATION

17 By: [/s/ Thomas E. Frankovich](#)
18 Thomas E. Frankovich
19 Attorney for DAREN HEATHERLY and IRMA
RAMIREZ, each an individual

20 SIGNATURES CONTINUED ON NEXT PAGE

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1 Dated: January 6, 2011

RAGUNATH K. DINDIAL,
Attorney at Law

By: /s/ Ragunath K. Dindial

Ragunath K. Dindial

Attorney for Defendants WAYNE WOO; LILLIAN WOO; WALDEN WOO and CATHERINE L. GLAHN, Trustees of THE WALDEN WOO and CATHERINE L. GLAHN 2003 REVOCABLE TRUST created September 11, 2003; WESLEY WOO, as Trustee of THE WESLEY WOO 2003 REVOCABLE TRUST created December 31, 2003; WAYNE WOO and ANGELA WOO, as Trustees of THE WAYNE WOO and ANGELA WOO REVOCABLE TRUST; LILLIAN WOO TRUSTEE of THE CHORLEY-WOO TRUST dated December 20, 2006; and LILLY YAM and FATH YIN individuals dba HAPPY DONUTS

ORDER

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

Dated: January 25, 2012



Honorable Judge Elizabeth D. Laporte