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9 Attorney for Plaintiff  
 10 JOHN RODGERS, an individual

11  
 12 IN THE UNITED STATES DISTRICT COURT  
 13 FOR THE NORTHERN DISTRICT OF CALIFORNIA

14 JOHN RODGERS, an individual,	)	Case No. 3:12-cv-03676-JSC
	)	
15 Plaintiff,	)	
	)	<b>STIPULATION FOR DISMISSAL</b>
16 vs.	)	<b>OF ACTION</b>
	)	
17 S.B. RESTAURANT COMPANY, dba	)	
18 ELEPHANT BAR RESTAURANT, 1225	)	
19 WILLOW PASS LLC, and DOES 1 through	)	Complaint Filed: July 13, 2012
20 20, inclusive,	)	Trial Date: None
	)	
21 Defendants.	)	
	)	

22 Plaintiff JOHN RODGERS ("Plaintiff") and Defendants S.B. RESTAURANT  
 23 COMPANY, dba ELEPHANT BAR RESTAURANT, and 1225 WILLOW PASS LLC  
 24 ("Defendants") have reached a complete settlement of the above-captioned matter and have  
 25 formalized the settlement in a Mutual Settlement and Release Agreement ("Settlement  
 26 Agreement").

27 Pursuant to the terms of the Settlement Agreement, Plaintiff and Defendants, through  
 28 their respective counsel of record, hereby stipulate to the dismissal of this action in its entirety  
 with prejudice pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure.

Accordingly,

**IT IS HEREBY STIPULATED** by and between the parties through their respective  
 counsel of record that the above-entitled action is hereby dismissed with prejudice. See Fed. R.

1 Civ. P. 41(a)(1)(A)(ii).

2 **IT IS HEREBY FURTHER STIPULATED** by and between the parties through their  
3 respective counsel of record that the parties shall bear their own costs and attorneys' fees.

4 **IT IS HEREBY FURTHER STIPULATED** by and between the parties through their  
5 respective counsel of record and pursuant to the terms of the Settlement Agreement that the  
6 Court retains jurisdiction to enforce the terms of the Settlement Agreement. See Kokkonen v.  
7 Guardian Life Ins. Co. of America, 511 U.S. 375, 381-82 (1994) (empowering district courts to  
8 retain jurisdiction over enforcement of settlement agreements by stipulation of the parties).

9 **IT IS SO STIPULATED.**

10  
11 Respectfully submitted,

12 Dated: January 15, 2013

LAW OFFICE OF JASON G. GONG  
A Professional Corporation

13 /s/ Jason G. Gong

14 By: \_\_\_\_\_

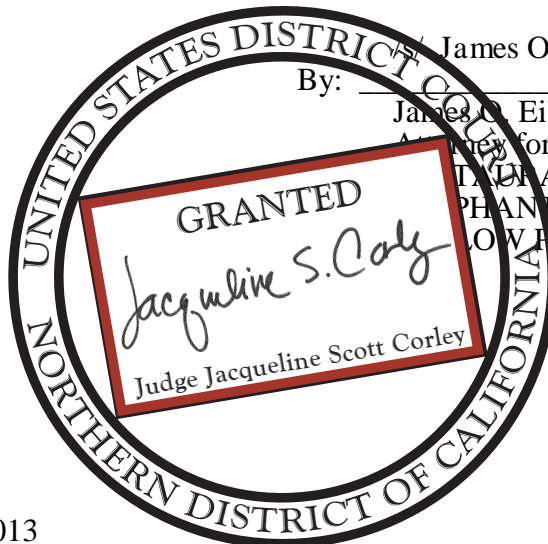
15 Jason G. Gong  
16 Attorney for Plaintiff  
17 JOHN RODGERS, an individual

18 Dated: January 15, 2013

KAISER, SWINDELLS & EILER

19  
20 By: \_\_\_\_\_  
21 James O. Eiler

22 James O. Eiler  
23 Attorney for Defendants S.B.  
24 S.B. RESTAURANT COMPANY, dba  
25 PHANT BAR RESTAURANT; 1225  
26 LOW PASS LLC



27 Dated: January 16, 2013