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5 Attorney for Plaintiffs DAREN HEATHERLY
 6 and IRMA RAMIREZ

7
 8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA

10 DAREN HEATHERLY;)
 and IRMA RAMIREZ)
 11 Plaintiffs,)
 12 v.)
 13 BISTRO 29; LARRY W. WILLIAMS and)
 14 CAROLYN A. WILLIAMS, as Trustee of)
 THE LARRY W. WILLIAMS and)
 15 CAROLYN A. WILLIAMS TRUST under)
 Declaration of Trust dated June 20, 2002;)
 16 and DEPARTMENT 29, INC., a California)
 Corporation,)
 17 Defendants.)
 18 _____)

CASE NO. CV-13-1132-NC
STIPULATION OF DISMISSAL; and
~~**PROPOSED**~~ **ORDER THEREON**

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

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1 Therefore, IT IS HEREBY STIPULATED, by and between parties to this action through
2 their designated counsel that the above-captioned action become and hereby is dismissed with
3 prejudice pursuant to Federal Rules of Civil Procedure 41(a)(2).

4 This stipulation may be executed in counterparts and have the same force and effect as
5 though all signatures are on the same and/or consecutive pages. Photocopies and facsimile shall
6 have the same force and effect as originals.

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8 Dated: September 2, 2014

THOMAS E. FRANKOVICH
A PROFESSIONAL LAW CORPORATION

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11 By: /s/Thomas E. Frankovich

12 Thomas E. Frankovich
13 Attorney for Plaintiff DAREN HEATHERLY; and
14 Plaintiff IRMA RAMIREZ

15 Dated: September 2, 2014

Peter Goldstone
Law Offices of Peter Goldstone

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18 By: /s/Peter Goldstone

19 Peter Goldstone
20 Attorneys for Defendants BISTRO 29; and
21 DEPARTMENT 29, INC., a California Corporation

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1 Dated: September 2, 2014

Gail F. Flatt, Esq.
PROVENCHER & FLATT LLP

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5 By: /s/Gail F. Flatt
6 Gail F. Flatt
7 Attorney for Defendants LARRY W. WILLIAMS
8 and CAROLYN A. WILLIAMS, as Trustee of THE
9 LARRY W. WILLIAMS and CAROLYN A.
10 WILLIAMS TRUST under Declaration of Trust
11 dated June 20, 2002

12 **ORDER**

13 IT IS HEREBY ORDERED that this matter is dismissed with prejudice pursuant to
14 Fed.R.Civ.P.41(a)(2). IT IS FURTHER ORDERED that the Court shall retain jurisdiction for the
15 purpose of enforcing the parties' Settlement Agreement and General Release should such
16 enforcement be necessary.

17 Dated: September 3 , 2014

