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5 Attorney For Plaintiffs ,

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 7  
 8 UNITED STATES DISTRICT COURT  
 9 DISTRICT OF CALIFORNIA

10 IRMA RAMIREZ; and DAREN  
 11 HEATHERLY

12 Plaintiffs,

13 v.

14  
 15 EL PALMAR ENTERPRISES, Inc a  
 California Corp dba CASA DEL PALMAR  
 16 RESTAURANT; LEE R. CECCOTTI and  
 EVA J. CECCOTTI, Trustees of the LEE  
 17 R. CECCOTTI and EVA J. CECCOTTI  
 1991 INTERVIVOS TRUST, dated January  
 18 24, 1991; EUGENE B. CECCOTTI;  
 YOLANDA M. GHILOTTI, Trustee of the  
 19 DINO J. GHILOTTI and YOLANDA M.  
 GHILOTTI FAMILY REVOCABLE  
 20 TRUST dated June 16, 1989; RICHARD  
 GHILOTTI, LINDA L. GHILOTTI,  
 21 DIANE ONGARO, all dba DRL  
 INVESTMENTS, a California General  
 22 Partnership; and LEANNE J. COYNE,

23 Defendants.

CASE NO. CV-13-2523-EMC

**STIPULATION OF DISMISSAL  
 WITH PREJUDICE AND  
 [PROPOSED] ORDER THEREON**

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

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

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

15  
16 Dated: August 5, 2014

THOMAS E. FRANKOVICH  
*A PROFESSIONAL LAW CORPORATION*

17  
18 By: /s/ Thomas E. Frankovich  
19 Thomas E. Frankovich  
20 Attorney for IRMA RAMIREZ; and DAREN  
HEATHERLY

21  
22 Dated: August 7, 2014

JMBM | JEFFER MANGELS BUTLER  
& MITCHELL LLP

23  
24 By: /s/ Matthew S. Kenefick  
25 Matthew S. Kenefick  
26 Attorneys for Defendants EL PALMAR  
27 ENTERPRISES, Inc a California Corp dba CASA  
28 DEL PALMAR RESTAURANT

1 Dated: August 5, 2014

PARTON SELL RHOADES PC

2  
3 By: \_\_\_\_\_

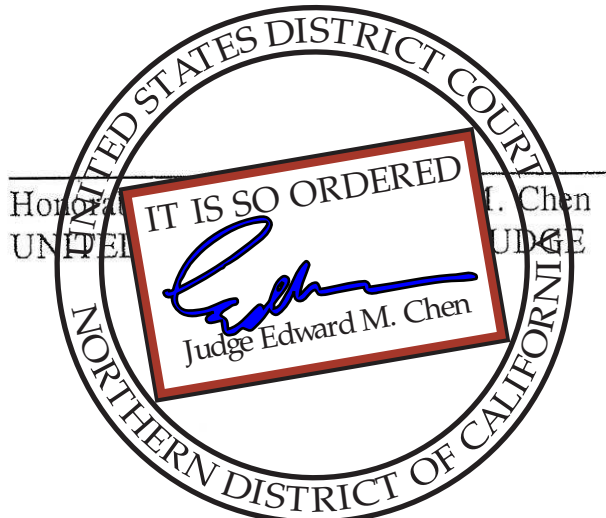
4 Michael Giacinti

5 Attorneys for Defendant EUGENE B. CECCOTTI;  
6 LEE R. CECCOTTI and EVA J. CECCOTTI,  
7 Trustees of the LEE R. CECCOTTI and EVA J.  
8 CECCOTTI 1991 INTERVIVOS TRUST, dated  
9 January 24, 1991; YOLANDA M. GHILOTTI,  
10 Trustee of the DINO J. GHILOTTI and YOLANDA  
11 M. GHILOTTI FAMILY REVOCABLE TRUST  
12 dated June 16, 1989; RICHARD GHILOTTI,  
13 LINDA L. GHILOTTI, DIANE ONGARO, all dba  
14 DRL INVESTMENTS, a California General  
15 Partnership; and LEANNE J. COYNE

16  
17 **ORDER**

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

22 Dated: 8/8, 2014



Honorable \_\_\_\_\_ E. M. Chen  
UNITED STATES DISTRICT COURT JUDGE