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Attorney for Plaintiffs
IRMA RAMIREZ and
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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

IRMA RAMIREZ and DAREN HEATHERLY, Plaintiffs, v. ORIGINAL US RESTAURANT; 501 COLUMBUS LLC; and TRINACRIA BROS., INC., Defendants.	CASE NO. 3:14-cv-03244-JST **STIPULATION OF DISMISSAL AND ~~[PROPOSED]~~ ORDER THEREON**

The Parties, by and through their respective counsel, stipulate to dismissal of this action in its entirety with prejudice pursuant to Fed.R.Civ.P.41(a)(2). Outside of the terms of the Settlement Agreement and General Release ("Agreement") herein, each side is to bear its own costs and attorneys' fees.

The parties further consent to and request that the Court retain jurisdiction over enforcement of the Agreement. *See* Kokonen v. Guardian Life Ins. Co., 511 U.S. 375 (1994) (empowering the district courts to retain jurisdiction over enforcement of settlement agreements).

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Therefore, IT IS HEREBY STIPULATED by and between the parties to this action through their designated counsel that the above-captioned action become and hereby is dismissed with prejudice.

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

Respectfully Submitted,

Dated: December 17, 2015

THOMAS E. FRANKOVICH,
A PROFESSIONAL LAW CORPORATION

By: /s/ Thomas E. Frankovich
Thomas E. Frankovich
Attorney for Plaintiffs

Dated: December 17, 2015

LAW OFFICES OF MARC LIBARLE

By: /s/ Mark Libarle
Marc Libarle
Attorney for Defendants

ORDER

IT IS HEREBY ORDERED that this matter is dismissed with prejudice pursuant to Fed.R.Civ.P.41(a)(2) and each side is to bear its own costs and attorneys' fees. 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: December 17, 2015

Hon. Jon S. Tigar
UNITED STATES DISTRICT JUDGE