

1 THOMAS E. FRANKOVICH (State Bar #074414)
 2 THOMAS E. FRANKOVICH,
 3 **A PROFESSIONAL LAW CORPORATION**
 4 1165 Hoff way, #203
 5 Orland, CA 95963
 Telephone: 415-389-8600
 Cell: 530-824-1000
 Email: tfrankovich@disabilitieslaw.com

6 Attorney for Plaintiff
 7 BYRON CHAPMAN

8 **IN THE UNITED STATES DISTRICT COURT**
 9 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

10 BYRON CHAPMAN,
 11 Plaintiff,
 12 v.
 13 Original Joe's; O' Joes Inc., a California
 14 Corp d.b.a. Original Joe's; Sainte Claire
 15 Building LLC, a California Limited Liability
 16 Co.
 17 Defendants,

CASE NO. 3:18-CV-02451-RS

STIPULATION OF DISMISSAL AND
~~PROPOSED~~ ORDER THEREON

18 The Parties, by and through their respective counsel, stipulate to dismissal of this action in
 19 its entirety with prejudice pursuant to Fed.R.Civ.P.41(a)(2).

20 IT IS HEREBY STIPULATED by and between parties to this action through their
 21 designated counsel that the above-captioned action become and hereby is dismissed with prejudice
 22 and each side is to bear its own costs and attorneys' fees.

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

26 ///
 27 ///
 28 ///

1 **IT IS SO STIPULATED.**

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Respectfully Submitted,

Dated: June 18, 2019

THOMAS E. FRANKOVICH, APLC
A PROFESSIONAL LAW CORPORATION

By: /s/ Thomas E. Frankovich

Thomas E. Frankovich
Attorneys for Plaintiff

Dated: June 26, 2019

PATRICK STOKES

By: /s/Patrick Stokes

Patrick Stokes
Attorneys for Defendant

Dated: June 26, 2019

JOSPEH WALL

By: /s/Jospeh Wall

Joe Wall
Attorney for St. Claire Building LLC

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~[proposed]~~ **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: June 27, 2017



Honorable Judge Richard Seeborg