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18 NOB HILL CATERING, INC.

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22 UNITED STATES DISTRICT COURT

23 FOR NORTHERN DISTRICT OF CALIFORNIA

24 OMAR TEPETE CASTRO

25 Case No.: 4:11-cv-00051-CW

16 Plaintiff

17 v.

18 NOB HILL CATERING, INC.

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25 **STIPULATION TO DISMISS WITH
PREJUDICE; COURT TO RETAIN
JURISDICTION FOR 30 DAYS TO
ENFORCE PAYMENT AGREEMENT**

16 Defendants

22 THE PARTIES THROUGH THEIR ATTORNEYS OF RECORD HEREBY
23 STIPULATE AS FOLLOWS:

24 1. The matter has fully settled. The case settled during a formal mediation session
25 conducted by R. Stephen Goldstein appointed by this Court's ADR office.

1 2. Without waiving the confidentiality afforded mediation sessions, and without
2 admitting liability, the matter settled for more than what Plaintiff claimed as
3 earned but unpaid overtime wages.
4 3. The parties have executed a written settlement agreement settling all claims made
5 in the Complaint.
6 4. The parties stipulate that this matter be dismissed with prejudice.
7 5. The terms of the settlement agreement call for payment to be made within 30 days
8 and after the matter is dismissed with prejudice.
9 6. As such, the parties request that the Court retain jurisdiction until October 24,
10 2011 in the event the payment is not made.

11 IT IS SO STIPULATED.

12 **FOR PLAINTIFF**

13 **DAL BON & MARGAIN**

14 DATED: September 19, 2011

15 By: //s// Tomas E. Margain
Tomas E. Margain

16 **FOR DEFENDANT**

17 **LITTLER MENDELSON**

18 September 19, 2011

19 By: Christopher E. Cobey
Christopher E. Cobey

20 **ORDER**

21 Based on the stipulation of counsel and good cause shown, this matter is dismissed with
22 prejudice. All deadlines are hereby terminated. The parties have reached a settlement through
23 counsel during adversarial proceedings. The Court retains jurisdiction to enforce the terms of the

1 payment provision of the settlement until October 24, 2011. At that time, the Court directs the
2 clerk to close the file. This Order is without waiving the ability of any party to move to enforce
3 other provisions of the settlement agreement if there is a breach by separate legal proceedings.

4 IT IS SO ORDERED.

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6 Dated: 9/19/2011

7 By: 
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10 Hon. Claudia Wilken
11 United States District Court Judge