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17 NOB HILL CATERING, INC.

11 UNITED STATES DISTRICT COURT
12
13 FOR NORTHERN DISTRICT OF CALIFORNIA

14 OMAR TEPETE CASTRO

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

15
16 Plaintiff

17 v.

18 NOB HILL CATERING, INC.

19 Defendants
20

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

21
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.

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13 **FOR PLAINTIFF**

DAL BON & MARGAIN

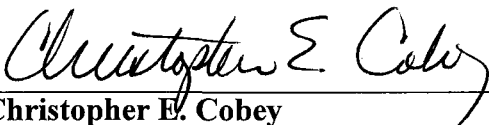
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15 DATED: September 19, 2011

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

16
17 **FOR DEFENDANT**

LITTLER MENDELSON

18 September 19, 2011

19 By: 
20 **Christopher E. Cobey**

21
22 **ORDER**

23 Based on the stipulation of counsel and good cause shown, this matter is dismissed with
24 prejudice. All deadlines are hereby terminated. The parties have reached a settlement through
25 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

By: 

7 **Hon. Claudia Wilken**
8 United States District Court Judge
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