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6
 7 UNITED STATES DISTRICT COURT
 8 NORTHERN DISTRICT OF CALIFORNIA
 9

10 CRAIG YATES, an individual,)
 11)
 12 Plaintiff,)
 13 v.)
 14 DAN’S LIQUORS; KENNETH L.)
 15 HOSFIELD, Trustee of U.D.T. dated)
 16 February 8, 1990,)
 17)
 18 Defendants.)
 _____)

CASE NO. CV-11-1948-DMR

STIPULATION OF DISMISSAL AND
~~PROPOSED~~ ORDER THEREON

19
 20 The parties, by and through their respective counsel, stipulate to dismissal of this action
 21 in its entirety with prejudice pursuant to Fed.R.Civ.P.41(a)(1). Outside of the terms of the
 22 Settlement Agreement and General Release (“Agreement”) herein, each party is to bear its own
 23 costs and attorneys’ fees. The parties further consent to and request that the Court retain
 24 jurisdiction over enforcement of the Agreement. *See Kokonen v. Guardian Life Ins. Co.*, 511
 25 U.S. 375 (1994) (empowering the district courts to retain jurisdiction over enforcement of
 26 settlement agreements).

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1 Therefore, IT IS HEREBY STIPULATED by and between parties to this action through
2 their designated counsel that the above-captioned action be and hereby is dismissed with
3 prejudice pursuant to Federal Rules of Civil Procedure section 41(a)(1).

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

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7 Dated: April 10, 2012

THOMAS E. FRANKOVICH
A PROFESSIONAL LAW CORPORATION

8
9 By: /s/ Thomas E. Frankovich
10 Thomas E. Frankovich
11 Attorney for CRAIG YATES, an individual

12
13 Dated: April 10, 2012

ALLMAN & NIELSEN P.C.

14
15 By: /s/ Sara B. Allman
16 Sara B. Allman,
17 Attorneys for KENNETH L. HOSFIELD,
18 Trustee of U.D.T. dated February 8, 1990

19 **ORDER**

20
21 IT IS HEREBY ORDERED that this matter is dismissed with prejudice pursuant to
22 Fed.R.Civ.P.41(a)(1). IT IS FURTHER ORDERED that the Court shall retain jurisdiction for
23 the purpose of enforcing the parties' Settlement Agreement and General Release should such
24 enforcement be necessary

25 Dated: July 19, 2012, ~~2011~~

