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 22 SAN JOSE MARKET CENTER HB INC. and EVA KAM

23 UNITED STATES DISTRICT COURT  
 24 NORTHERN DISTRICT OF CALIFORNIA

25 GREGORIO MIGUEL LOPEZ and  
 JOHANA MONTOYA,  
 Plaintiffs,  
 vs.

SAN JOSE MARKET CENTER HB  
 INC. and EVA KAM,  
 Defendants.

Case No.: C 08 04865 RS

**STIPULATION AND ORDER  
TO DISMISS WITH  
PREJUDICE**

1 Plaintiffs GREGORIO MIGUEL LOPEZ and JOHANA MONTOYA and  
2 defendants SAN JOSE MARKET CENTER HB INC. and EVA KAM, through  
3 their respective counsel, stipulate as follows:

4 1. The parties have settled the matter and executed a written settlement  
5 agreement.

6 2. Pursuant to the terms of the settlement agreement, Plaintiffs have been  
7 paid in full. However, Plaintiffs' attorneys have agreed to payment of their fees  
8 and costs under a payment plan.

9 3. As such, IT IS HEREBY STIPULATED, by and between the parties  
10 to this action through their designated counsel, that the above-captioned action be  
11 and hereby is dismissed with prejudice pursuant to FRCP 41(a)(1).

12 4. The parties do request that the Court retain jurisdiction of the matter  
13 in the event there is a breach of the written settlement agreement.

14 IT IS SO STIPULATED.

15 Dated: January 3, 2011

DAL BON & MARGAIN APC

16 By://s// Tomas Margain

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Tomas Margain  
Attorneys for Plaintiffs

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20 Dated: January 3, 2011

DONAHUE GALLAGHER WOODS  
LLP

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23 By://s// Jonathan McNeil Wong


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Attorneys for Defendants  
SAN JOSE MARKET CENTER HB  
INC. and EVA KAM

ORDER

Pursuant to the stipulation and good cause shown, the matter is hereby  
Dismissed with prejudice. However, the Court will retain jurisdiction to enforce  
the written settlement agreement if it is breached by any party.

IT IS SO ORDERED.

Dated: 1/5/11

By:   
Hon. Richard Seeborg  
United States District Court Judge