

\*E-Filed 1/3/12\*

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9 UNITED STATES DISTRICT COURT  
 10 NORTHERN DISTRICT OF CALIFORNIA  
 11 SAN FRANCISCO DIVISION

12 FITNESS ANYWHERE, INC.,

13 Plaintiff,

14 vs.

15 STANLEY YAN, *et al.*

16 Defendants.

17 Case No.: CV 09-04815 RS

18 STIPULATION AND  
 19 ~~PROPOSED~~ ORDER OF DISMISSAL  
 20 OF DEFENDANT ~~TIMOTHY SANTOS~~  
 21 STAN CHIN

22 Hon. Richard Seeborg

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WHEREAS Plaintiff Fitness Anywhere, Inc., and Defendant Stan Chin, individually and doing business as PrimoFitness, have executed a settlement agreement resolving all claims in this action, and are currently performing the terms and conditions thereof;

NOW THEREFORE, IT IS HEREBY STIPULATED by and between Plaintiff Fitness Anywhere, Inc., and Defendant Stan Chin, individually and doing business as Primo Fitness, by and through their respective undersigned counsel of record, subject to the Court's approval and order thereon, that:

- 1. Each of the undersigned parties' claims against the other are dismissed with prejudice; and,
- 2. Each undersigned party shall bear its own costs and attorneys' fees.

IT IS SO STIPULATED.

Respectfully submitted,

For Plaintiff FITNESS ANYWHERE, INC.



Omid A. Mantashi  
ATTORNEY AT LAW

12/19/2011  
Date

For Defendant STAN CHIN



Bruce Piontkowski  
TINGLEY PIONTKOWSKI LLP

12/19/11  
Date

IT IS SO ORDERED.

Dated: December 20, 2011, by:



Hon. Richard Seeborg  
United States District Court Judge  
Northern District of California