

1 CARY KLETTER
 2 SALLY TRUNG NGUYEN
 3 KLETTER + NGUYEN LAW LLP
 4 1900 S. Norfolk Street, Suite 350
 5 San Mateo, CA 94403
 6 T: 415.434.3400
 7 E: ckletter@kletterlaw.com
 8 E: snguyen@kletterlaw.com

9 Attorneys for PLAINTIFF
 10 MIRIAM ANDRADE

11 **UNITED STATES DISTRICT COURT**
 12 **CENTRAL DISTRICT OF CALIFORNIA**

13 MIRIAM ANDRADE,
 14
 15 PLAINTIFF,
 16
 17 v.
 18
 19 ARBY'S RESTAURANT GROUP, INC.;
 20 ALTAMIRA CORPORATION; PETRO
 21 MOTA; and DOES 1 THROUGH 20,
 22 inclusive,
 23
 24 DEFENDANTS.

Civ. Case No. 15-CV-03175-NC

**REQUEST FOR DISMISSAL OF
 DEFENDANT PETRO MOTA
 ONLY ; ORDER**

1 Plaintiff Miriam Andrade (“Plaintiff”) respectfully request this Court dismiss Defendant
2 PETRO MOTA (“MOTA”) only, with prejudice, from this action pursuant to the Federal Rules
3 of Civil Procedure (“FRCP”) Rule 41(a)(2). Plaintiff has resolved her claims against MOTA.
4 Pursuant to the terms of the Settlement Agreement entered into between Plaintiff and MOTA,
5 each of them is to bear his/her own costs attorney’s fees and costs.
6

7 Dated: July 18, 2016

KLETTER + NGUYEN LAW LLP

8
9 By: _____/s/_____

10 Cary Kletter
11 Sally Trung Nguyen
12 Attorneys for PLAINTIFF
13 MIRIAM ANDRADE

14 **PROPOSED** ORDER

15 Based upon Plaintiff’s request for dismissal of Defendant MOTA only, IT IS HEREBY
16 ORDERED AS FOLLOWS:

- 17 1. Pursuant to FRCP 41(a)(2), Defendant MOTA is DISMISSED with prejudice from this
18 action;
- 19 2. Pursuant to the terms of the Settlement Agreement entered into between the Plaintiff and
20 MOTA, each of them is to bear his/her own costs attorney’s fees and costs; and
- 21 3. The Court retains jurisdiction over the parties to enforce the term of the Settlement
22 Agreement.
- 23 4. Plaintiff to file an updated case management statement within 14 days.

24 **IT IS SO ORDERED.**

25 Dated: July 19, 2016

26 HONORABLE NATHANAEAL M. COUSINS
27 UNITED STATES DISTRICT COURT
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