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7 *Attorneys for Plaintiff*  
 8 **SOFPOOL LLC**

9 UNITED STATES DISTRICT COURT  
 10 EASTERN DISTRICT OF CALIFORNIA

11 SOFPOOL LLC, a Limited Liability Company, )

Case No. 2:10-CV-03333-LKK (JMF)

12 Plaintiff, )

**STIPULATION AND ORDER  
 REGARDING COSTS AND FINAL  
 SETTLEMENT**

13 vs. )

14 KMART CORPORATION, a Michigan )  
 15 Corporation, and BIG LOTS, INC., an Ohio )  
 Corporation )

16 Defendants. )

Honorable Lawrence K. Karlton

17 )  
 18 KMART CORPORATION, a Michigan )  
 Corporation, and BIG LOTS, INC., an Ohio )  
 19 Corporation, )

20 Counterclaimants, )

21 vs. )

22 SOFPOOL LLC, Limited Liability Company, )

23 Counterdefendant. )  
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1 NOW THEREFORE, IT IS HEREBY STIPULATED, by and between the parties hereto,  
2 through their respective counsel, pending approval by this Court,

3 The judgment of the Court of Appeals for the Federal Circuit in this matter was entered on  
4 January 17, 2014 (Document No. 102). The Court of Appeals affirmed the decision of the District  
5 Court and none of the relief sought by Plaintiff Sofpool was granted.

6 As prevailing party, Defendants Kmart Corporation and Big Lots, Inc. are entitled to the  
7 costs outlined in their Bill of Costs filed in this District Court on June 12, 2013 (Document No. 95)  
8 and filed in the Court of Appeals for the Federal Circuit on January 30, 2014 (Document No. 49-1).

9 The District Court Bill of Costs total was \$11,733.28 and the Court of Appeals Bill of Costs  
10 total was \$284.00. The combined total of the Bills of Costs amounted to \$12,017.28.

11 Counsel for the respective parties have met and conferred and have agreed to stipulate to an  
12 amount of \$9,000.00 in full satisfaction of the outstanding Bills of Costs.

13 Plaintiff Sofpool agrees to deliver a check to Defendants' attorneys in an amount of  
14 \$9,000.00 by February 28, 2014. It is agreed between the parties that successful negotiation of  
15 Plaintiff's check will terminate all outstanding matters of any sort between the parties, effectively  
16 ending this case.

17 PURSUANT TO THIS STIPULATION, IT IS ORDERED that this Court shall have  
18 continuing jurisdiction to enforce this Order and the terms of the Settlement herein; and

19 IT IS FURTHER ORDERED that this case is hereby DISMISSED with prejudice.

20 DATED: February 14, 2014

**COSTELLO LAW CORPORATION**

21 By: \_\_\_\_\_ /s/ John P. Costello  
22 JOHN P. COSTELLO  
23 Attorney for Plaintiff  
Sofpool, Inc.

24 DATED: February 14, 2014

**TROUTMAN SANDERS, LLP**

25 By: \_\_\_\_\_ /s/ Paul L. Gale  
26 PAUL L. GALE  
27 Attorney for Defendants  
28 Kmart Corporation & Big Lots Stores, Inc

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PURSUANT TO THE STIPULATION, IT IS SO ORDERED.

DATED: February 20, 2014



LAWRENCE K. KARLTON  
SENIOR JUDGE  
UNITED STATES DISTRICT COURT