

1 SIDNEY J. COHEN, ESQ., State Bar No. 39023
 2 SIDNEY J. COHEN PROFESSIONAL CORPORATION
 3 427 Grand Avenue
 4 Oakland, CA 94610
 5 Telephone: (510) 893-6682
 6 Facsimile: (510) 893-9450
 7
 8 Attorney for Plaintiff
 9 RICHARD SKAFF

6 UNITED STATES DISTRICT COURT
 7 NORTHERN DISTRICT OF CALIFORNIA

8 RICHARD SKAFF
 9 Plaintiff,

CASE NO. C 08-01384 MHP
Civil Rights

10 v.

11 SHELTER POINT EQUITIES, LTD;
 12 ROBATA GRILL
 13 AND SUSHI LIMITED
 14 PARTNERSHIP; and DOES 1-25,
 15 Inclusive,
 16 Defendants.

**STIPULATION AND ORDER
 FOR DISMISSAL OF THE INJUNCTIVE
 RELIEF ASPECT OF THE LAWSUIT ONLY**
 FRCP section 41 (a) (1) (ii)

16 Plaintiff Richard Skaff and defendants Shelter Point Equities, LTD and Robata Grill
 17 And Sushi Limited Partnership, by and through their attorneys of record, file this Stipulation of
 18 Dismissal pursuant to Federal Rule of Civil Procedure section 41 (a) (1) (ii).

19 Plaintiff filed this lawsuit on March 11, 2008.

20 Plaintiff and defendants have entered into a "Release And Settlement Agreement For
 21 Injunctive Relief Only" which settles the injunctive relief aspect of the lawsuit against all
 22 defendants. A copy of the "Release And Settlement Agreement For Injunctive Relief Only" is
 23 incorporated by reference herein as if set forth in full. Paragraph IID of the "Release And
 24 Settlement Agreement For Injunctive Relief Only" states in part that "The Court shall retain
 25 jurisdiction to enforce the terms of this Settlement Agreement....." Plaintiff and defendants
 26 stipulate to the court retaining jurisdiction to enforce the "Release And Settlement Agreement
 27 For Injunctive Relief Only."

28 Plaintiff moves to dismiss with prejudice the injunctive relief aspect of lawsuit against

1 defendants.

2 Defendants, who have answered the Complaint, agree to the dismissal of the injunctive
3 relief aspect of the lawsuit with prejudice.

4 The damages and attorney's fees, litigation expenses, and costs aspects of the lawsuit
5 have not been settled and are the subject of continuing litigation.

6 This case is not a class action, and no receiver has been appointed.

7 This Stipulation and Order may be signed in counterparts, and facsimile signatures shall
8 be as valid and as binding as original signatures.

9 Wherefore, plaintiff and defendants, by and through their attorneys of record, so
10 stipulate.

11 Date:12/24/08

SIDNEY J. COHEN
PROFESSIONAL CORPORATION

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/s/ Sidney J. Cohen

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Sidney J. Cohen
Attorney for Plaintiff Richard Skaff

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16 Date:12/23/08

FLAXMAN & BLAKELY

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/s/ Peter Flaxman

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Peter Flaxman
Attorney for Defendant
Shelter Point Equities, LTD

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20 Date:12/24/08

LIPPENBERGER, THOMPSON,
WELCH, SOROKO, & GILBERT LLP

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/s/ Carl Lippenberger

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Carl Lippenberger
Attorney for Defendant
Robata Grill and Sushi Limited Partnership

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25 PURSUANT TO STIPULATION OF THE PARTIES, IT IS SO ORDERED:

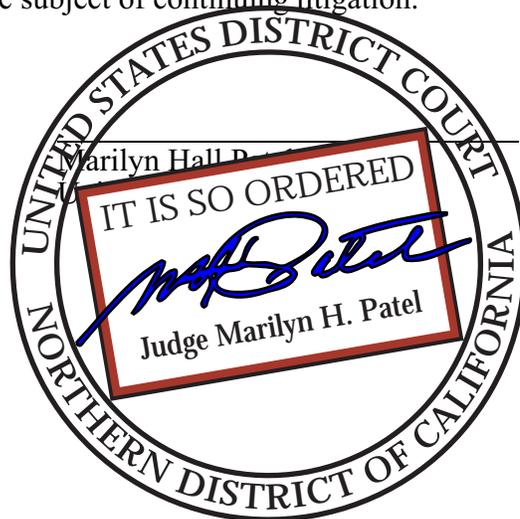
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27 The injunctive relief aspect of the lawsuit against defendants is dismissed with
28 prejudice. The Court shall retain jurisdiction to enforce the parties' "Release And

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1 Settlement Agreement For Injunctive Relief Only.”The damages and attorney’s fees, litigation
2 expenses, and costs aspects of the lawsuit are the subject of continuing litigation.

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4 Date: 1/20/2009



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