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 7 CAROLYN MARTIN

8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA

10 CAROLYN MARTIN

CASE NO. C 08-03276 EMC
Civil Rights

11 Plaintiff,

12 v.

13 DAVID V. CRESSON, AS
 14 TRUSTEE OF THE DAVID V.
 15 CRESSON TRUST AGREEMENT;
 16 DAVID V. CRESSON, Individually
 17 and dba ZABALLA HOUSE; and
 18 DOES 1-25, Inclusive,

**STIPULATION AND ORDER
 FOR DISMISSAL OF THE
 DAMAGES AND ATTORNEY'S
 FEES, LITIGATION EXPENSES,
 AND COSTS ASPECTS OF THE
 LAWSUIT**

FRCP 41(a)(1)(ii)

19 Defendants.
 20 _____/

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 28 Stipulation And Order For Dismissal Of The Damages
 And Attorney's Fees, Litigation Expenses, And Costs
 Aspects Of The Lawsuit

1 Plaintiff and defendants, by and through their attorneys of record, file this
2 “Stipulation And Order For Dismissal Of The Damages And Attorney’s Fees,
3 Litigation Expenses, And Costs Aspects Of The Lawsuit” pursuant to Federal Rule
4 of Civil Procedure 41(a)(1)(ii).

5 Plaintiff filed this lawsuit on July 8, 2008.

6 Plaintiff and defendants have entered into a “Mutual Release And
7 Settlement Agreement For Damages And Attorney’s Fees, Litigation Expenses,
8 And Costs” which settles the damages and attorney’s fees, litigation expenses, and
9 costs aspects of the lawsuit. The “Mutual Release And Settlement Agreement For
10 Damages And Attorney’s Fees, Litigation Expenses, And Costs” is incorporated by
11 reference herein as if set forth in full. Paragraph IIC of the “Mutual Release And
12 Settlement Agreement For Damages And Attorney’s Fees, Litigation Expenses,
13 And Costs” states in part that “The Court shall retain jurisdiction to enforce the
14 terms of this Settlement Agreement.....”

15 Plaintiff moves to dismiss with prejudice the damages and attorney’s fees,
16 litigation expenses, and costs aspects of the lawsuit against defendants.
17 Defendants, who have answered the complaint, agree to the dismissal of the
18 damages and attorney’s fees, litigation expenses, and costs aspects of the lawsuit
19 with prejudice.

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

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

23 Wherefore, Plaintiff and Defendants, by their attorneys of record, so stipulate.

24 Date: 3/17/09

SIDNEY J. COHEN
PROFESSIONAL CORPORATION

/s/ Sidney J. Cohen

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Sidney J. Cohen
Attorney for Plaintiff

1 Date: 3/16/09

LAW OFFICE OF THOMAS
O'HAGAN

/s/ Harvey L. Goldhammer

Harvey L. Goldhammer
Attorney for All Defendants

5 **PURSUANT TO STIPULATION OF THE PARTIES, IT IS SO**
6 **ORDERED:**

7 The damages and attorney's fees, litigation expenses, and costs aspects of the
8 lawsuit against defendants are dismissed with prejudice. The Court shall retain
9 jurisdiction to enforce the parties' "Mutual Release And Settlement Agreement For
10 Damages And Attorney's Fees, Litigation Expenses, And Costs."

11 Date: March 20, 2009

