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 6 CTTY OF OAKLAND

7 IN THE UNITED STATES DISTRICT COURT
 8 FOR THE NORTHERN DISTRICT OF CALIFORNIA

10 DEBRA TAYLOR JOHNSON,
 11
 12 Plaintiff,
 13 vs.
 14 CITY OF OAKLAND,
 15 Defendant.

Case No.: C09-05157

**JOINT STIPULATION AND ORDER FOR
 DISMISSAL OF PLAINTIFF'S SIXTH
 CLAIM FOR RELIEF (BREACH OF
 EXPRESS CONTRACT) AND SEVENTH
 CAUSEOF ACTION (BREACH OF
 IMPLIED-IN-FACT CONTRACT)**

17 Pursuant to Rule 41 of the Federal Rules of Civil Procedure, the parties to this action, by and
 18 through their attorneys of record do hereby agree and stipulate that:

19 (1) Pursuant to meet-and-confer efforts between the parties, Plaintiff Debra Taylor Johnson shall,
 20 and hereby does, dismiss the following claims in her Amended Complaint for Damages and Injunctive
 21 Relief, filed December 7, 2009: Sixth Claim for Relief (Breach of Express Contract) and Seventh Cause
 22 of Action (Breach of Implied-In-Fact Contract).¹ Defendant City of Oakland will not be required to
 23 respond to these claims in its responsive pleading;
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 26

27 _____
 28 ¹ The first six claims in the Amended Complaint were captioned as "Claim for Relief," while the last claim was inadvertently captioned as "Cause of Action." The difference in captions is immaterial, but is noted for purposes of clarity.

RENNE SLOAN HOLTZMAN SAKAI LLP
 Attorneys at Law

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(2) The parties agree that no adverse inferences shall be drawn from the withdrawal of these claims.

IT IS SO STIPULATED.

Dated: January 14, 2010

LAW OFFICES OF SHEILA THOMAS

By: _____

Sheila Y. Thomas
Attorneys for Plaintiff

Dated: January 14, 2010

RENNE SLOAN HOLTZMAN SAKAI LLP

By: _____

Timothy G. Yeung
Attorneys for City of Oakland

ORDER

Pursuant to the above Stipulation, Plaintiff's Sixth Claim for Relief (Breach of Express Contract) and Seventh Cause of Action (Breach of Implied-In-Fact Contract) are hereby dismissed. The parties shall bear their own costs and fees with respect to these claims. No adverse inference shall be drawn from the withdrawal/dismissal of these claims.

Dated: 1/15/10 _____



Hon. Sandra Brown Armstrong