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6 Attorneys for Plaintiff
 7 RICHARD SKAFF

8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA

10 RICHARD SKAFF

11 CASE NO. C 09-05518 JSW
 12 Civil Rights

13 Plaintiff,

14 V.

15 REAL MEX RESTAURANTS,
 16 INC; GENERAL GROWTH
 17 PROPERTIES, INC. and DOES 1-
 18 25, Inclusive,

19 **STIPULATION AND [~~PROPOSED~~]**
 20 **ORDER FOR DISMISSAL**
 21 **AGAINST GENERAL GROWTH**
 22 **PROPERTIES, INC. ONLY**

23 Defendants.

24 FRCP 41

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 26
 27
 28 Stipulation And [~~Proposed~~] Order For Dismissal
 Against Defendant General Growth Properties, Inc .Only

1 Plaintiff RICHARD SKAFF, by and through his attorney, and Defendant
2 GENERAL GROWTH PROPERTIES, INC, by and through its attorneys, file this
3 “STIPULATION AND [PROPOSED] ORDER FOR DISMISSAL AGAINST
4 GENERALGROWTH PROPERTIES, INC. ONLY” pursuant to Federal Rule of
5 Civil Procedure 41.

6 Plaintiff filed this lawsuit on November 20, 2009.

7 Plaintiff and Defendant General Growth Properties, Inc previously entered
8 entered into a “Mutual Release And Settlement Agreement For Injunctive Relief
9 Only”which, except for Injunctive Relief items 4.7, 4.42, 4.43, 4.44, and 4.45 in
10 Exhibit 1 to the Parties’ “Mutual Release And Settlement Agreement For Injunctive
11 Relief Only,” settled the injunctive relief aspect of the lawsuit against Defendant
12 General Growth Properties, Inc. Except for Injunctive Relief items 4.7, 4.42, 4.43,
13 4.44, and 4.45 in Exhibit 1 to the Parties’ “Mutual Release And Settlement
14 Agreement For Injunctive Relief Only,”and except for the damages and attorney’s
15 fees, litigation expenses, and costs aspect of the lawsuit, the Court dismissed the
16 injunctive relief aspect of the lawsuit against Defendant Growth Properties, Inc.

17 (See Docket No. 33)

18 Plaintiff and Defendant General Growth Properties, Inc. have now settled
19 Injunctive Relief items 4.7, 4.42, 4.43, 4.44, and 4.45 and have now settled the
20 damages and attorney’s fees, litigation expenses, and costs aspect of the lawsuit
21 and have entered into a “Confidential Settlement Agreement, Waiver, And Release
22 For Damages And Attorney’s Fees, Litigation Expenses, And Costs” which
23 evidences the settlement and which is incorporated by reference herein as if set forth
24 in full. The Confidential Settlement Agreement provides in part that the Court shall
25 retain jurisdiction to enforce the Agreement and that if the requirement arises to
26 submit the Agreement to the Court that it will be submitted under seal.

1 Plaintiff and Defendant General Growth Properties jointly move to dismiss
2 with prejudice Injunctive Relief items 4.7, 4.42, 4.43, 4.44, and 4.45 in Exhibit 1
3 to the Parties' "Mutual Release And Settlement Agreement For Injunctive Relief
4 Only" and the damages and attorney's fees, litigation expenses, and costs aspects
5 of the lawsuit by and between Plaintiff and Defendant Growth Properties .

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

7 This Stipulation may be signed in counterparts, and facsimile or
8 electronically transmitted signatures shall be as valid and binding as original
9 signatures.

10 Wherefore, Plaintiff and Defendant General Growth Properties, Inc, by and
11 through their attorneys of record, so stipulate.

12 Date: 2/28/13

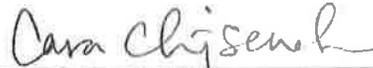
SIDNEY J. COHEN
PROFESSIONAL CORPORATION



Sidney J. Cohen
Attorney for Plaintiff Richard Skaff

16 Date: 3/5/2013

JACKSON LEWIS LLP



Cara Ching-Senaha
Attorneys for Defendant
General Growth Properties, Inc.

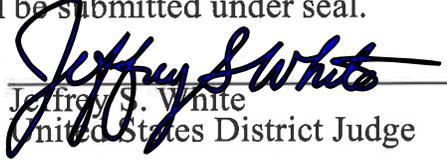
20 **PURSUANT TO STIPULATION OF THE PARTIES, IT IS SO**
21 **ORDERED:**

22 Injunctive Relief items 4.7, 4.42, 4.43, 4.44, and 4.45 in Exhibit 1 to the
23 Parties' "Mutual Release And Settlement Agreement For Injunctive Relief Only"
24 and the damages and attorney's fees, litigation expenses, and costs aspects of the
25 lawsuit by and between Plaintiff and Defendant Growth Properties is dismissed with
26 prejudice. The Court shall retain jurisdiction to enforce the parties' "Confidential
27 Settlement Agreement, Waiver, And Release For Damages And Attorney's Fees,

28 Stipulation And ~~Proposed~~ Order For Dismissal
Against Defendant General Growth Properties, Inc .Only

1 Litigation Expenses, And Costs.” If the requirement arises to submit the
2 Confidential Agreement to the court, it shall be submitted under seal.

3 Date: April 8, 2013


Jeffrey S. White
United States District Judge

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