

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 Attorneys for Plaintiff
 8 CONNIE ARNOLD

9 FOLGER LEVIN LLP
 10 JIYUN CAMERON LEE State Bar No. 161667
 11 199 Fremont Street, 23rd Floor
 12 San Francisco, CA 94105
 13 Telephone: (415) 625-1050
 14 Facsimile: (415) 625-1091

15 Attorney for All Defendants

16 UNITED STATES DISTRICT COURT
 17 NORTHERN DISTRICT OF CALIFORNIA

18 CONNIE ARNOLD

CASE NO. C 10-02610 BZ
Civil Rights

19 Plaintiff,

20 v.

21 DOUBLETREE DTWC
 22 LLC; HLT OPERATE DTWC
 23 LLC; RLH PARTNERSHIP,
 24 L.P.; DOUBLETREE
 25 MANAGEMENT, LLC;
 26 and DOES 1-25, Inclusive,

**STIPULATION AND ORDER FOR
 DISMISSAL OF INJUNCTIVE
 RELIEF ASPECT OF THE LAWSUIT
 ONLY**

FRCP section 41

27 Defendants.

STIPULATION

28 Plaintiff CONNIE ARNOLD and Defendants DOUBLETREE DTWC
 LLC, HLT OPERATE DTWC LLC, RLH PARTNERSHIP, L.P., and
 DOUBLETREE MANAGEMENT, LLC, by and through their counsel, file this
 “STIPULATION AND ORDER FOR DISMISSAL OF INJUNCTIVE RELIEF
 ASPECT OF THE LAWSUIT ONLY” pursuant to Federal Rule of Civil
 Procedure section 41.

Plaintiff filed this lawsuit on June 14, 2010.

Plaintiff and Defendants have entered into a “Release And Settlement

1 Agreement For Injunctive Relief” which settles the injunctive relief aspect of the
2 lawsuit against all Defendants. A copy of the “Release And Settlement
3 Agreement For Injunctive Relief” is attached as **Exhibit 1** and incorporated by
4 reference herein as if set forth in full. The **Exhibit 1** Settlement Agreement states
5 in part at paragraph 8a that “The court shall retain jurisdiction to enforce this
6 Settlement Agreement,...” and that “...this Agreement is conditioned on the Court
7 retaining such jurisdiction.”

8 Plaintiff and Defendants stipulate to the court retaining jurisdiction to
9 enforce the parties’ “Release And Settlement Agreement For Injunctive Relief.

10 Plaintiff moves to dismiss with prejudice the injunctive relief aspect of the
11 lawsuit against Defendants.

12 Defendants, who have answered the complaint, agree to the dismissal with
13 prejudice of the injunctive relief aspect of the lawsuit.

14 As set forth in paragraphs 1, 3a, 8b, and 9 of the **Exhibit 1** Settlement
15 Agreement, Plaintiff’s claim for damages and claim for attorney’s fees, litigation
16 expenses, and costs have not been resolved, presently are in the negotiation and
17 mediation phase, and will be litigated if the parties are not able to resolve them
18 by negotiation and/or mediation.

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

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

23 Wherefore, plaintiff and Defendants, by and through their attorneys of
24 record, so stipulate.

25 Date: 12/6/11

SIDNEY J. COHEN
PROFESSIONAL CORPORATION

/s/ Sidney J. Cohen

Sidney J. Cohen
Attorney for Plaintiff Connie Arnold

1 Date: Dec. 6, 2011

FOLGER LEVIN LLP

2 /s/ Jiyun Cameron Lee

3 _____
Jiyun Cameron Lee
4 Attorney for All Defendants

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

6 The injunctive relief aspect of the lawsuit against Defendants is dismissed
7 with prejudice. The Court shall retain jurisdiction to enforce the parties' "Release
8 And Settlement Agreement For Injunctive Relief."

9 Date: December 12, 2011

10 
Bernard Zimmerman
11 United States Magistrate Judge