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Attorney for All Defendants

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

CONNIE ARNOLD

CASE NO. C 10-02610 BZ
Civil Rights

Plaintiff,

V.

DOUBLETREE DTWC
LLC; HLT OPERATE DTWC
LLC; RLH PARTNERSHIP,
L.P.; DOUBLETREE
MANAGEMENT, LLC;
and DOES 1-25, Inclusive.

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

FRCP section 41

STIPULATION

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

Siney J. Cohen
Attorney for Plaintiff Connie Arnold

Date: Dec. 6, 2011

FOLGER LEVIN LLP

/s/ Jiyun Cameron Lee

Jiyun Cameron Lee
Attorney for All Defendants

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

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

Date: December 12, 2011

Bernard Zimmerman
United States Magistrate Judge