

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 Attorneys for Plaintiff
 7 CAROLYN MARTIN

8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA

10 CAROLYN MARTIN
 11 Plaintiff,

CASE NO. C10-05195 JSW
Civil Rights

12 V.

13 KOHL'S DEPARTMENT STORES,
 14 INC; HARSCH INVESTMENT
 15 REALTY LLC, SERIES C;
 16 JAMESTOWN HARSCH
 17 ALAMEDA TOWNE CENTRE,
 18 LP, a Delaware Limited Partnership,
 19 and DOES 1-25, Inclusive,

20 Defendants.

**STIPULATION AND ORDER
 FOR DISMISSAL OF THE
 INJUNCTIVE RELIEF ASPECT
 OF THE LAWSUIT AGAINST
 DEFENDANTS HARSCH
 INVESTMENT REALTY LLC,
 SERIES C, AND JAMESTOWN
 HARSCH ALAMEDA TOWNE
 CENTRE, LP**

21
 22
 23
 24
 25
 26
 27
 28
 FRCP section 41

1 Plaintiff CAROLYN MARTIN and Defendants HARSCH
2 INVESTMENT REALTY LLC, Series C, a Delaware limited liability company
3 and JAMESTOWN HARSCH ALAMEDA TOWNE CENTRE, LP, whose name
4 has been changed to, and is now known as, JAMESTOWN SOUTH SHORE
5 CENTER, LP, by and through their attorneys of record, enter into this
6 “STIPULATION AND ORDER FOR DISMISSAL OF THE INJUNCTIVE
7 RELIEF ASPECT OF THE LAWSUIT AGAINST DEFENDANTS HARSCH
8 INVESTMENT REALTY LLC, SERIES C, AND JAMESTOWN HARSCH
9 ALAMEDA TOWNE CENTRE, LP” pursuant to Federal Rule of Civil
10 Procedure section 41.

11 Plaintiff filed this lawsuit on November 16, 2010.

12 Plaintiff and Defendants hereto have entered into a “Mutual Release And
13 Settlement Agreement For Injunctive Relief” which settles the injunctive relief
14 aspect of the lawsuit against Defendants HARSCH INVESTMENT REALTY
15 LLC, SERIES C, AND JAMESTOWN HARSCH ALAMEDA TOWNE
16 CENTRE, LP, whose name has been changed to, and is now known as,
17 JAMESTOWN SOUTH SHORE CENTER, LP . A copy of the “Mutual Release
18 And Settlement Agreement For Injunctive Relief” is incorporated by reference
19 herein as if set forth in full. The Mutual Release And Settlement Agreement For
20 Injunctive Relief” as to Defendants HARSCH INVESTMENT REALTY LLC,
21 SERIES C, AND JAMESTOWN HARSCH ALAMEDA TOWNE CENTRE, LP
22 states in part that “The court shall retain jurisdiction to enforce this Settlement
23 Agreement...”. Plaintiff and Defendants hereto stipulate to the court retaining
24 jurisdiction to enforce the “Mutual Release And Settlement Agreement For
25 Injunctive Relief” as to Defendants hereto.

26 Plaintiff moves to dismiss with prejudice the injunctive relief aspect of
27 the lawsuit againstt against Defendants HARSCH INVESTMENT REALTY
28 LLC, SERIES C AND JAMESTOWN HARSCH ALAMEDA TOWNE

1 CENTRE, LP, whose name has been changed to, and is now known as,
2 JAMESTOWN SOUTH SHORE CENTER, LP .

3 Defendants hereto, who have answered the complaint, agree to the
4 dismissal with prejudice of the injunctive relief aspect of the lawsuit as to them
5 only.

6 Plaintiff's claim for injunctive relief, damages, and attorney's fees,
7 litigation expenses, and costs against Defendant Kohl's Department Stores, Inc ,
8 and Plaintiff's claim for damages and attorney's fees, litigation expenses, and
9 costs against Defendants HARSCH INVESTMENT REALTY LLC, SERIES C
10 AND JAMESTOWN HARSCH ALAMEDA TOWNE CENTRE, LP, whose
11 name has been changed to, and is now known as, JAMESTOWN SOUTH
12 SHORE CENTER, LP have not been resolved, presently are in the negotiation
13 and mediation phase, and will be litigated if they are not resolved by negotiation
14 or mediation.

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

16 This Stipulation and Order may be signed in counterparts, and facsimile or
17 electronically transmitted signatures shall be as valid and as binding as original
18 signatures.

19 Wherefore, Plaintiff CAROLYN MARTIN and Defendants HARSCH
20 INVESTMENT REALTY LLC, SERIES C AND JAMESTOWN HARSCH
21 ALAMEDA TOWNE CENTRE, LP, whose name has been changed to, and is
22 now known as, JAMESTOWN SOUTH SHORE CENTER, LP, by and through
23 their attorneys of record, so stipulate.

24 Date: 7/5/12

SIDNEY J. COHEN
PROFESSIONAL CORPORATION

/s/ Sidney J. Cohen

26
27
28

Sidney J. Cohen
Attorney for Plaintiff
Carolyn Martin

1 Date: 6/29/12

FARELLA BRAUN + MARTEL
LLP

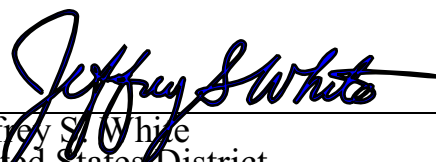
2 /s/ Adam C Dawson

3
4 Adam C. Dawson
5 Attorney for Defendants
6 Harsch Investment Realty
7 LLC, Series C, a Delaware limited
liability company, Jamestown
Harsch Alameda Towne Centre, LP
And Jamestown South Shore Center,
LP

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

9 The injunctive relief aspect of the lawsuit as against Defendants
10 HARSCH INVESTMENT REALTY LLC, SERIES C AND JAMESTOWN
11 HARSCH ALAMEDA TOWNE CENTRE, LP, whose name has been changed
12 to, and is now known as, JAMESTOWN SOUTH SHORE CENTER, LP only is
13 dismissed with prejudice. The Court shall retain jurisdiction to enforce the
14 “Mutual Release And Settlement Agreement For Injunctive Relief” between
15 Plaintiff and Defendants HARSCH INVESTMENT REALTY LLC, SERIES C
16 AND JAMESTOWN HARSCH ALAMEDA TOWNE CENTRE, LP, whose
17 name has been changed to, and is now known as, JAMESTOWN SOUTH
18 SHORE CENTER, LP

19
20 Date: July 6, 2012

21 
22 Jeffrey S. White
23 United States District
24
25
26
27
28