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4 Attorneys for Plaintiff  
5 CAROLYN MARTIN

6 **UNITED STATES DISTRICT COURT**  
7 **NORTHERN DISTRICT OF CALIFORNIA**  
8 **SAN FRANCISCO DIVISION**

9 CAROLYN MARTIN,  
10 Plaintiff,

11 v.

12 KOHL'S DEPARTMENT STORES,  
INC.; HARSCH INVESTMENT  
13 REALTY LLC, SERIES C;  
JAMESTOWN HARSCH ALAMEDA  
14 TOWNE CENTRE, LP, a Delaware  
Limited Partnership; and DOES 1-25,  
15 inclusive,

16 Defendants.

17 HARSCH INVESTMENT REALTY  
LLC, SERIES C; JAMESTOWN  
18 HARSCH ALAMEDA TOWNE  
CENTRE, LP, a Delaware Limited  
19 Partnership,

20 Cross-Complainants,

21 v.

22 KOHL'S DEPARTMENT STORES,  
INC.; and DOES 1-25, inclusive,

23 Cross-Defendant.

Case No. 3:10-cv-05195-JSW MED

**STIPULATION AND ORDER FOR  
DISMISSAL OF THE INJUNCTIVE  
RELIEF ASPECT OF THE  
LAWSUIT AGAINST DEFENDANT  
KOHL'S DEPARTMENT STORES,  
INC.**

FRCP section 41

24  
25 Plaintiff CAROLYN MARTIN and Defendant KOHL'S DEPARTMENT  
26 STORES, INC., by and through their attorneys of record, enter into this  
27 "STIPULATION AND ORDER FOR DISMISSAL OF THE INJUNCTIVE  
28 RELIEF ASPECT OF THE LAWSUIT AGAINST DEFENDANT KOHL'S

1 DEPARTMENT STORES, INC.” pursuant to Federal Rule of Civil Procedure  
2 section 41.

3 Plaintiff filed this lawsuit on November 16, 2010 and amended the complaint  
4 on February 2, 2011.

5 Plaintiff and Defendant hereto have resolved the claims for injunctive relief  
6 by plaintiff in the lawsuit against Defendant KOHL’S DEPARTMENT STORES,  
7 INC. by entering into a “Mutual Release And Settlement Agreement for Injunctive  
8 Relief.” The Settlement Agreement states in part that “The court shall retain  
9 jurisdiction to enforce this Settlement Agreement...” Accordingly, Plaintiff and  
10 Defendant hereto stipulate to the court retaining jurisdiction to enforce the  
11 Settlement Agreement For Injunctive Relief as to Defendant KOHL’S  
12 DEPARTMENT STORES, INC.

13 Plaintiff moves to dismiss with prejudice the injunctive relief aspect of the  
14 lawsuit against Defendant KOHL’S DEPARTMENT STORES, INC.

15 Defendant KOHL’S DEPARTMENT STORES, INC., who has answered the  
16 complaint, agrees to the dismissal with prejudice of the injunctive relief aspect of  
17 the lawsuit as to it.

18 Plaintiff’s claim for damages, and attorney’s fees, litigation expenses, and  
19 costs against Defendant KOHL’S DEPARTMENT STORES, INC., and Plaintiff’s  
20 claim for damages and attorney’s fees, litigation expenses, and costs against  
21 Defendants HARSCH INVESTMENT REALTY LLC, SERIES C AND  
22 JAMESTOWN HARSCH ALAMEDA TOWNE CENTRE, LP, whose name has  
23 been changed to, and is now known as, JAMESTOWN SOUTH SHORE CENTER,  
24 LP have not been resolved, presently are in the negotiation and mediation phase, and  
25 will be litigated if they are not resolved by negotiation or mediation. Defendants  
26 reserve all defenses to such remaining claims.

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

28 This Stipulation and Order may be signed in counterparts, and facsimile or

1 electronically transmitted signatures shall be as valid and as binding as original  
2 signatures.

3 Wherefore, Plaintiff CAROLYN MARTIN and Defendant KOHL'S  
4 DEPARTMENT STORES, INC, by and through their attorneys of record, so  
5 stipulate.

6 DATED: August 23, 2012

SIDNEY J. COHEN  
PROFESSIONAL CORPORATION

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8  
9 /s/ Sidney J. Cohen

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Sidney J. Cohen  
Attorney for Plaintiff  
Carolyn Martin

10  
11  
12 DATED: August 23, 2012

K&L Gates LLP

13  
14 /s/ Timothy L. Pierce

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Timothy L. Pierce  
Attorneys for Defendant  
Kohl's Department Stores, Inc.

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17  
18 PURSUANT TO STIPULATION OF THE PARTIES, IT IS SO ORDERED:

19 The injunctive relief aspect of the lawsuit as against Defendant KOHL'S  
20 DEPARTMENT STORES, INC. is dismissed with prejudice. The Court shall retain  
21 jurisdiction to enforce the 'Mutual Release And Settlement Agreement For  
22 Injunctive Relief'"between Plaintiff and Defendant KOHL'S DEPARTMENT  
23 STORES, INC.

24 DATED: August 24, 2012

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Jeffrey S. White

27 United States District Judge