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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10 RICHARD SKAFF

11 CASE NO. C 10-05296 ~~DNR~~ CRB

12 Plaintiff,

13 Civil Rights

14 V.

15 BLAKE'S RESTAURANT GROUP,
16 LLC, dba BRICK & BOTTLE;
17 IJ MARKETPLACE, LLC; RIELLY
18 MARKETPLACE, LLC; FAIR
19 OAKS MARKETPLACE, LLC;
20 ROSEVILLE MARKETPLACE,
21 LLC; and DOES 1-25, Inclusive,

22 **STIPULATION AND ORDER
23 FOR DISMISSAL OF THE
24 INJUNCTIVE RELIEF ASPECT
25 OF THE LAWSUIT AGAINST
26 BLAKE'S RESTAURANT
27 GROUP, LLC, dba BRICK &
28 BOTTLE ONLY**

Defendants.

FRCP section 41

Plaintiff Richard Skaff and Defendant Blake's Restaurant Group, LLC, dba Brick & Bottle, by and through their attorneys of record, enter into this "STIPULATION AND ORDER FOR DISMISSAL OF THE INJUNCTIVE RELIEF ASPECT OF THE LAWSUIT AGAINST BLAKE'S RESTAURANT GROUP, LLC, dba BRICK & BOTTLE ONLY" pursuant to Federal Rule of Civil Procedure section 41.

Plaintiff filed this lawsuit on November 23, 2010.

Plaintiff and Defendant BLAKE'S RESTAURANT GROUP, LLC, dba BRICK & BOTTLE have entered into a "Mutual Release And Settlement Agreement For Injunctive Relief Only" which settles the injunctive relief aspect of the lawsuit against Defendant BLAKE'S RESTAURANT GROUP, LLC, dba BRICK & BOTTLE. A copy of the "Mutual Release And

1 Settlement Agreement For Injunctive Relief Only” is incorporated by reference
2 herein as if set forth in full. The Mutual Release And Settlement Agreement For
3 Injunctive Relief Only” as to Defendant BLAKE’S RESTAURANT GROUP,
4 LLC, dba BRICK & BOTTLE states in part that “The court shall retain
5 jurisdiction to enforce this Settlement Agreement...”. Plaintiff and Defendant
6 BLAKE’S RESTAURANT GROUP,LLC, dba BRICK & BOTTLE stipulate to
7 the court retaining jurisdiction to enforce the “Mutual Release And Settlement
8 Agreement For Injunctive Relief Only” as to Defendant BLAKE’S
9 RESTAURANT GROUP, LLC, dba BRICK & BOTTLE.

10 Plaintiff moves to dismiss with prejudice the injunctive relief aspect of
11 the lawsuit against Defendant against Defendant BLAKE’S RESTAURANT
12 GROUP,LLC, dba BRICK & BOTTLE only.

13 Defendant BLAKE’S RESTAURANT GROUP,LLC, dba BRICK &
14 BOTTLE, who has answered the complaint, agree to the dismissal with prejudice
15 of the injunctive relief aspect of the lawsuit as to it only.

16 Plaintiff’s claim for injunctive relief, damages, and attorney’s fees
17 litigation expenses, and costs against Defendants IJ MARKETPLACE, LLC,
18 RIELLY MARKETPLACE, LLC, FAIR OAKS MARKETPLACE, LLC, and
19 ROSEVILLE MARKETPLACE, LLC , and Plaintiff’s claim for damages and
20 attorney’s fees, litigation expenses, and costs against Defendant BLAKE’S
21 RESTAURANT GROUP, LLC, dba BRICK & BOTTLE have not been
22 resolved, presently are in the negotiation and mediation phase, and will be
23 litigated if they are not resolved them by negotiation or mediation.

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

25 This Stipulation and Order may be signed in counterparts, and facsimile or
26 electronically transmitted signatures shall be as valid and as binding as original
27 signatures.

1 Wherefore, Plaintiff and Defendant BLAKE’S RESTAURANT GROUP,
2 LLC, dba BRICK & BOTTLE, by and through their attorneys of record, so
3 stipulate.

4 Date: 2/28/12

SIDNEY J. COHEN
PROFESSIONAL CORPORATION

/s/ Sidney J. Cohen

Sidney J. Cohen
Attorney for Plaintiff
Richard Skaff

8 Date: 2/28/12

GORDON & REES

/s/ Kevin Whittaker

Kevin Whittaker
Attorney for Defendant Blake’s
Restaurant Group, LLC. dba
Brick & Bottle

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

14 The injunctive relief aspect of the lawsuit as against Defendant BLAKE’S
15 RESTAURANT GROUP, LLC, dba BRICK & BOTTLE only is dismissed with
16 prejudice. The Court shall retain jurisdiction to enforce the “Mutual Release And
17 Settlement Agreement For Injunctive Relief Only” between Plaintiff and
18 Defendant BLAKE’S RESTAURANT GROUP, LLC, dba BRICK & BOTTLE.

20 Date: March 2, 2012

