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 CITY OF SANTA ROSA

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 8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA

10
 11 COLLEEN MAGUIRE,

CASE NO. C11-02352 JSW

12 Plaintiff,

**STIPULATION AND ~~PROPOSED~~
~~ORDER THEREON RE DISMISSAL~~
 WITH PREJUDICE**

13 v.

14 CITY OF SANTA ROSA, AND DOES 1
 through 10, inclusive,

15 Defendants.
 16
 17 _____/

18 The parties respectfully hereby stipulate as follows:

19 **RECITALS**

20 Whereas on May 12, 2011, the Complaint for Damages and Injunctive Relief (Title
 21 II Americans with Disabilities Act and related state claims) was filed (Doc. 1), and on
 22 June 20, 2011, defendant timely answered (Doc. 7);

23 Whereas the complaint alleges, in part, a right to injunctive relief under Title II of
 24 the Americans with Disability Act and state law, and, in remaining part, a right to
 25 monetary claims for damages, attorney’s fees, litigation expenses and costs [collectively,
 26 Monetary Claims], and defendant CITY, in part, denied liability as to all claims.

27 Whereas on March 6, 2013, the parties filed a stipulated CONSENT DECREE
 28 FOR SETTLEMENT OF PLAINTIFF’S INJUNCTIVE RELIEF CLAIMS ONLY in full,

1 complete and final disposition and settlement of all of Plaintiff's claims for injunctive
2 relief (Doc. 19);

3 Whereas on March 7, 2013, the Court ordered that the filed stipulated CONSENT
4 DECREE FOR SETTLEMENT OF PLAINTIFF'S INJUNCTIVE RELIEF CLAIMS ONLY
5 shall be binding on Plaintiff COLLEEN MAGUIRE and Defendant CITY OF SANTA
6 ROSA, and that the Court shall retain jurisdiction of this action until January 15, 2016 to
7 enforce provisions of the Consent Decree and Order (Doc. 20);

8 Whereas on July 16, 2013, Court-appointed mediator William Simmons mediated
9 plaintiff's Monetary Claims, and the parties reached agreement on tentative terms;

10 Whereas on July 30, 2013, the CITY Council authorized a settlement proposal to
11 settle and compromise all of plaintiff's Monetary Claims including the formation of a
12 Settlement Agreement and payment of \$100,000 (One Hundred Thousand Dollars) in
13 consideration of plaintiff's dismissal with prejudice of the complaint with each party to
14 bear its own attorney fees, costs, and litigation expenses;

15 Whereas, plaintiff accepted the proposal;

16 Whereas plaintiff MAGUIRE and defendant CITY have performed as agreed.

17 **STIPULATION AND ORDER THEREON**

18 THEREFORE, it is stipulated and agreed herein by and between the parties that:

- 19 1. The Complaint shall be dismissed with prejudice with each party to bear
- 20 its own attorney's fees, costs, and litigation expenses;
- 21 2. The Court shall retain jurisdiction of this action until January 15, 2016 to
- 22 enforce provisions of the Consent Decree (Doc. 19) and Order (Doc. 20)

23
24 Dated: September 19, 2013

/s/

25 John J. Fritsch
26 Assistant City Attorney
26 Attorney for Defendant
26 CITY OF SANTA ROSA

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1 Dated: September 19, 2013

METZ & HARRISON, LLP

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/s/

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Jeff A. Harrison
Attorneys for Plaintiff
COLLEEN MAGUIRE


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GOOD CAUSE APPEARING, IT IS SO ORDERED.

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Dated: September 25, 2013



Hon. Jeffrey S. White
Judge, U.S. District Court

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