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6 Attorneys for Plaintiff
MORGAN HENDERSON

7 * *Defendants' counsel listed after the caption.*

9 UNITED STATES DISTRICT COURT

10 NORTHERN DISTRICT OF CALIFORNIA

11 OAKLAND DIVISION

12 _____)
13 MORGAN HENDERSON,) No. C12-01938 JCS ADR
14 Plaintiff,)
15 vs.) STIPULATION FOR DISMISSAL
16 LINCOLN SQUARE, LLC; JAE CHUNG) WITH PREJUDICE AND PROPOSED
YU dba Cafe Galleria; YOON MI YU dba)
17 Cafe Galleria; and DOES - 20, Inclusive,,) ORDER
18 Defendants.) Pursuant to FRCP 41 and LR7-12
19 _____)
20)
21 PILLSBURY WINTHROP SHAW PITTMAN LLP
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4 Attorney for Defendants
5 JAE CHUNG YU dba CAFÉ GALLERIA and
5 YOON MI YU dba CAFÉ GALLERIA

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8 Plaintiff Morgan Henderson (“Plaintiff”) and defendants Lincoln Square, LLC; Jae
9 Chung Yu dba Café Galleria; and Yoon Mi Yu dba Café Galleria (together “Defendants”),
10 by and through their undersigned counsel, stipulate and agree as follows:

11 WHEREAS, on April 18, 2012, Plaintiff filed this action against Defendants;

12 WHEREAS, on June 11, 2012, defendants Jae Chung Yu dba Café Galleria and
13 Yoon Mi Yu dba Café Galleria timely filed an Answer to Plaintiff’s complaint;

14 WHEREAS, on June 15, 2012, defendant Lincoln Square, LLC timely filed an
15 Answer to Plaintiff’s complaint;

16 WHEREAS, as set forth in the Court-Enforceable Settlement Agreement and
17 Release entered into on May 31, 2013 and June 11, 2013 (“Settlement Agreement”),
18 Plaintiff has released and agreed to dismiss her claims against Defendants;

19 WHEREAS, as set forth in the Settlement Agreement, Defendants have agreed to
20 make or cause to be made certain physical modifications at the property known as Lincoln
21 Square Shopping Center;

22 WHEREAS, the physical modifications will require significant time and effort to
23 complete;

24 WHEREAS, as set forth in the Settlement Agreement, Plaintiff and Defendants have
25 agreed that the Court shall have continuing jurisdiction to resolve any and all disputes
26 pertaining to the Settlement Agreement and the terms contained therein, as well as
27 enforcement of and compliance with the Settlement Agreement,

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1 IT IS THEREFORE STIPULATED AND AGREED by and between Plaintiff and
2 Defendants:

3 1. Plaintiff stipulates to the dismissal with prejudice of her Complaint, and all
4 claims contained therein;

5 2. The Court shall retain jurisdiction of this action to enforce the terms of the
6 Settlement Agreement.

7 Dated: June 13, 2013

8 LAW OFFICES OF PAUL L. REIN

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10 By /s/ Catherine Cabalo
11 Catherine Cabalo
12 Attorneys for Plaintiff
13 MORGAN HENDERSON

14 Dated: June 13, 2013

15 PILLSBURY WINTHROP SHAW PITTMAN LLP
16 RICHARD M. SEGAL
17 NATHANIEL R. SMITH

18 Dated: June 13, 2013

19 By /s/ Nathaniel R. Smith
20 Nathaniel R. Smith
21 Attorneys for Defendant
22 LINCOLN SQUARE, LLC

23 Dated: June 13, 2013

24 By /s/ James J. Kim
25 James J. Kim
26 Attorneys for Defendants
27 JAE CHUNG YU dba CAFÉ GALLERIA and
28 YOON MI YU dba CAFÉ GALLERIA

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ORDER

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3 Upon consideration of the above Stipulation for Dismissal with Prejudice of
4 Defendants Lincoln Square, LLC; Jae Chung Yu dba Café Galleria; and Yoon Mi Yu dba
5 Café Galleria, and for good cause shown,

6 **IT IS HEREBY ORDERED** that the action and all claims against Defendants are
7 dismissed with prejudice, each party to bear its own attorney fees and costs.

8 **IT IS FURTHER ORDERED** that the Court shall retain jurisdiction of this action
9 to enforce provisions of the Court-Enforceable Settlement Agreement and Release for
10 eighteen (18) months after the date of entry of this Order by the Court, or until all injunctive
11 relief is completed and payment for Plaintiff's damages, attorneys' fees, litigation expenses
12 and costs is made in full, whichever occurs later.

13 Dated: June 14, 2013

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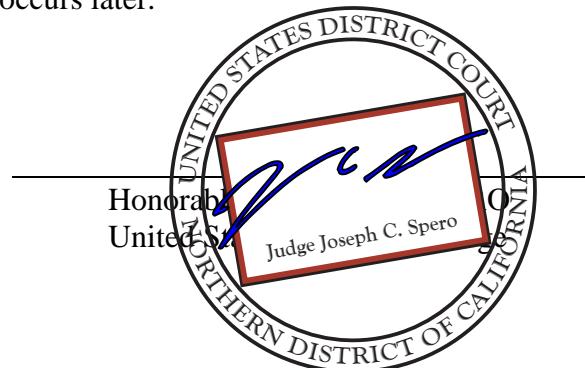
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FILER'S ATTESTATION

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3 Pursuant to General Order 45, section X(B), I, Catherine Cabalo, hereby attest that
4 on June 12, 2013 I received the concurrence of Nathaniel R. Smith and on June 13, 2013 I
5 received the concurrence of James J. Kim in the filing of this document

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7 /s/ Catherine Cabalo
Catherine Cabalo, Esq.

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