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Attorneys for Plaintiff  
 MORGAN HENDERSON

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

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA  
 OAKLAND DIVISION

MORGAN HENDERSON,

Plaintiff,

vs.

LINCOLN SQUARE, LLC; JAE CHUNG  
 YU dba Cafe Galleria; YOON MI YU dba  
 Cafe Galleria; and DOES - 20, Inclusive,,

Defendants.

No. C12-01938 JCS ADR

STIPULATION FOR DISMISSAL  
 WITH PREJUDICE AND PROPOSED  
 ORDER

Pursuant to FRCP 41 and LR7-12

Judge: Joseph C. Spero

PILLSBURY WINTHROP SHAW PITTMAN LLP  
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Attorneys for Defendant  
 LINCOLN SQUARE, LLC

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3 jkim@roklaw.com

4 Attorney for Defendants  
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,  
28

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

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

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

Dated: June 13, 2013

LAW OFFICES OF PAUL L. REIN

By /s/ Catherine Cabalo  
Catherine Cabalo  
Attorneys for Plaintiff  
MORGAN HENDERSON

Dated: June 13, 2013

**PILLSBURY WINTHROP SHAW PITTMAN LLP**  
**RICHARD M. SEGAL**  
**NATHANIEL R. SMITH**

By /s/ Nathaniel R. Smith  
Nathaniel R. Smith  
Attorneys for Defendant  
LINCOLN SQUARE, LLC

Dated: June 13, 2013

By /s/ James J. Kim  
James J. Kim  
Attorneys for Defendants  
JAE CHUNG YU dba CAFÉ GALLERIA and  
YOON MI YU dba CAFÉ GALLERIA

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**ORDER**

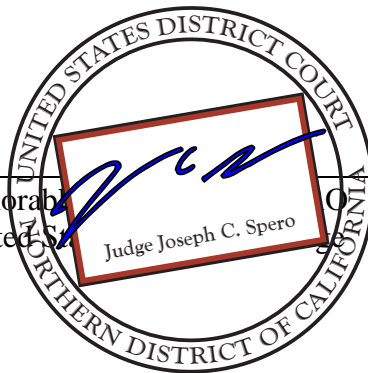
Upon consideration of the above Stipulation for Dismissal with Prejudice of Defendants Lincoln Square, LLC; Jae Chung Yu dba Café Galleria; and Yoon Mi Yu dba Café Galleria, and for good cause shown,

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

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

Dated: June 14, 2013

Honorable  
United States



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**FILER’S ATTESTATION**

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

/s/ Catherine Cabalo  
Catherine Cabalo, Esq.