

1 Kenneth E. Lange (SBN: 74674)
 2 **KIMBALL, TIREY & ST. JOHN LLP**
 3 7676 Hazard Center Drive, Suite 900-B
 4 San Diego, CA 92108
 5 Telephone: 619.231.1422
 6 Facsimile: 619.234.7692
 7 Email: kenneth.lange@kts-law.com

8 Attorneys for Shops at the Ridge, LLC,
 9 Terramar Retail Centers, LLC and
 10 Alvin B. Chan, Inc.

11 **Counsel for other parties listed after the caption*

12 **UNITED STATE DISTRICT COURT**
 13 **NORTHERN DISTRICT OF CALIFORNIA**

14 NIKKI BROWN-BOOKER,
 15 Plaintiff,

16 vs.

17 SAFEWAY, INC; ALVIN B. CHAN, INC.
 18 INC.; PROPERTY DEVELOPMENT
 19 CENTERS, LLC; SHOPS AT THE RIDGE,
 20 LLC; TERRAMAR RETAIL CENTERS,
 21 LLC; and DOES 1-10, Inclusive,
 22 Defendants.

Case No. 3:15-cv-02658-EDL

**STIPULATION FOR DISMISSAL AND FOR
 THE COURT TO RETAIN JURISDICTION;
 [PROPOSED] ORDER THEREON**

23 PAUL L. REIN, ESO. (State Bar No. 43053)
 24 CELIA MCGUINNES, ESQ. (State Bar No. 159420)
 25 CATHERINE CABALO, ESQ. (State Bar No. 248198)
 26 LAW OFFICES OF PAUL L. REIN
 27 200 Lakeside Drive, Suite A
 28 Oakland, CA 94612
 Telephone: (510) 832-5001
 Facsimile: (510) 832-4787
reinlawofficb@dol.com

Attorneys for Plaintiff
 NIKKI BROWN-BOOKER

1 Mark L. Eisenhut, (SBN 185039)
meisenhut@calljensen.com
2 Michael S. Orr, (SBN 196844)
msorr@calljensen.com
3 **CALL & JENSEN**
A Professional Corporation
4 610 Newport Center Drive, Suite 700
Newport Beach, CA 92660
5 Tel: (949) 717-3000
6 Fax: (949) 717-3100

7 Attorneys for Defendants
Safeway Inc. and Saturn Development LLC fka
8 Property Development Centers, LLC
9

10 **RECITALS**

11
12 Plaintiff Nikki Brown-Booker, Defendant Shops at the Ridge, LLC, Defendant Terramar
13 Retail Centers, LLC, Defendant Alvin B. Chan, Inc., Defendant Safeway, Inc., and Defendant
14 Saturn Development LLC fka Property Development Centers, LLC, through their respective
15 counsel, enter into this stipulation for dismissal and for the court to retain jurisdiction based on
16 the following facts:
17

18 1. Plaintiff Nikki Brown-Booker filed a complaint in this matter on or about June 12,
19 2015 in which she alleged in general substance, that Defendants Safeway, Inc. and Alvin B.
20 Chan, Inc. denied her civil rights and access to public facilities. Plaintiff alleged violations of
21 both California and federal law. Plaintiff's complaint requested statutory, general and treble
22 damages. Plaintiff's complaint also requests injunctive relief.
23

24 2. Plaintiff Nikki Brown-Booker filed an Amended Complaint on or about August
25 16, 2015. This Amended Complaint contained essentially the same allegations as her original
26 complaint but it added Property Development Centers, Shops at the Ridge, LLC and Terramar
27 Retail Centers, LLC as Defendants.
28

1 3. All Defendants answered Plaintiff's Amended Complaint in which they denied any
2 liability to Plaintiff whether monetary or injunctive relief.

3
4 4. Plaintiff and Defendants, through counsel, began settlement discussions. A
5 complete settlement of all Plaintiff's claims and all Defendants' defenses was documented in a
6 "Consent Decree and Order for Injunctive Relief, Damages, Attorney Fees, Litigation Expenses,
7 and Costs" ("Consent Decree"). By the time the Consent Decree was signed, Defendant Property
8 Development Centers, LLC had changed its name to Saturn Development, LLC. The Order
9 attached to the Consent Decree was signed by the Honorable Elizabeth D. Laporte, United States
10 Magistrate Judge on February 5, 2016 thereby making the Consent Decree an order of this court.

11
12 5. Paragraphs 6 and 7 of the Consent Decree contain all the injunctive relief
13 substantive requirements. Paragraph 6 states that Defendants Safeway, Inc., Saturn Development
14 LLC and Alvin B. Chan, Inc. do not have any injunctive relief obligations. Therefore,
15 Defendants Terramar Retail Centers, LLC and Shops at the Ridge are the only Defendants having
16 injunctive relief obligations to Plaintiff.

17
18 6. Paragraph 7 of the Consent Decree states the scope and timing of the "corrective
19 work" Terramar Retail Centers, LLC and Shops at the Ridge, LLC are required to accomplish.
20 All of this corrective work has not been completed as of the filing of this Stipulation. Paragraph
21 14 of the Consent Decree states, in general substance, that the Court shall retain jurisdiction to
22 enforce the Consent Decree for eighteen months after entry of the Consent Decree or until the
23 injunctive relief is completed and all settlement payments are made, whichever occurs later. All
24 settlement payments by Defendants to Plaintiff have been made. Accordingly, the parties in this
25 matter are requesting the Court to dismiss this matter with prejudice but retain jurisdiction to
26 enforce and interpret any injunctive relief issues in paragraphs 7 and 14 of the Consent Decree or
27 any other provisions of the Consent Decree concerning injunctive relief.

28

1 STIPULATION

2 Based on the facts stated above, all parties in this matter, through their respective counsel,
3 stipulate as follows:
4

5 1. All monetary obligations of Defendants to Plaintiff, as set forth in the Consent
6 Decree, have been satisfied by the Defendants.
7

8 2. The injunctive relief which is the subject of the Consent Decree and this Order
9 complies with Federal Rule of Civil Procedure 65(d). Pursuant to Federal Rule of Civil
10 Procedure 65(d)(2), the "persons bound" by the injunctive relief provisions of the Consent Decree
11 are Plaintiff Nikki Brown-Booker and Defendants Terramar Retail Centers, LLC and Shops at the
12 Ridge, LLC.
13

14 3. Plaintiff's Amended Complaint shall be dismissed with prejudice.
15

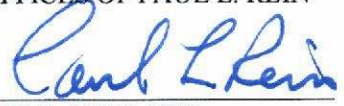
16 4. The Court retains jurisdiction to enforce and interpret the injunctive relief
17 provisions in the Consent Decree including, but not limited to, paragraphs 7 and 14 of the
18 Consent Decree as to Plaintiff Nikki Brown-Booker and Defendants Terramar Retail Centers,
19 LLC and Shops at the Ridge, LLC.
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Dated: 2/25, 2016

LAW OFFICES OF PAUL L. REIN



By: PAUL L. REIN, ESQ.
Attorneys for Plaintiff
NIKKI BROWN-BOOKER

Dated: February 29, 2016

KIMBALL, TIREY & ST. JOHN LLP

/s/
By: KENNETH E. LANGE, ESQ.

Attorneys for Defendants
SHOPS AT THE RIDGE LLC, TERRAMAR
RETAIL CENTERS, and ALVIN B. CHAN, INC.

Dated: February 26, 2016

CALL & JENSEN

/s/
By: MICHAEL ORR, ESQ.

Attorneys for Defendants
SAFEWAY INC. and SATURN DEVELOPMENT
LLC, FKA PROPERTY DEVELOPMENT
CENTERS, LLC

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ORDER

After reading the stipulation of the parties, and good cause appearing, this court orders as follows:

1. Plaintiff's Amended Complaint is dismissed with prejudice.

2. The Court retains jurisdiction to enforce and interpret the injunctive relief provisions in the Consent Decree including, but not limited to, paragraphs 7 and 14 of the Consent Decree as to Defendants Terramar Retail Centers, LLC and Shops at the Ridge, LLC.

3. All monetary obligations of Defendants to Plaintiff, as set forth in the Consent Decree, have been satisfied by the Defendants.

4. The injunctive relief which is the subject of the Consent Decree and this Order complies with Federal Rule of Civil Procedure 65(d). Pursuant to Federal Rule of Civil Procedure 65(d)(2), the "persons bound" by the injunctive relief provisions of the Consent Decree are Plaintiff Nikki Brown-Booker and Defendants Terramar Retail Centers, LLC and Shops at the Ridge, LLC.

IT IS SO ORDERED.

Dated: March 1, 2016



Honorable Elizabeth D. Laporte
United States Magistrate Judge