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6 Attorneys for Plaintiff MARTHA VAUGHN

7
 8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA

11 MARTHA VAUGHN, on behalf of herself, all
 12 others similarly situated,

13 *Plaintiff,*

14 v.

15 COACH, INC, DBA COACH
 LEATHERWARE CALIFORNIA INC., a
 Maryland corporation; and DOES 1-50 inclusive,

16 *Defendants.*

Case No. 3:16-cv-04633-TEH

CLASS ACTION

**JOINT STIPULATION TO DISMISS
 PLAINTIFF'S THIRD CLAIM FOR RELIEF
 (BREACH OF CONTRACT); ~~[PROPOSED]~~
 ORDER THEREON**

Action Filed: June 29, 2016
 Date of Removal: August 12, 2016

1 TO THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:

2 This Stipulation is made by and between Plaintiff MARTHA VAUGHN (“Plaintiff”) and
3 Defendant COACH, INC. DBA COACH LEATHERWARE CALIFORNIA INC. (“Defendant”)
4 (collectively, the “Parties”), through their respective counsel of record, with reference to the following
5 facts:

- 6 1. On November 28, 2016, Plaintiff filed a First Amended Complaint (“FAC”) that alleged,
7 as the Third Claim for Relief, a cause of action for Breach of Contract. The Third Claim
8 for Relief alleged that stock options were not provided to Plaintiff and a putative sub-class
9 identified as the Stock Options Sub-Class.
- 10 2. On April 27, 2017, Defendant provided an explanation and supporting documentation
11 demonstrating that Plaintiff has no valid claims related to any stock plans offered to
12 employees by Defendant.
- 13 3. Based on the explanation and supporting documentation supplied by Defendant, Plaintiff
14 has agreed to dismiss the Third Claim for Relief with prejudice as to her individual claims
15 arising thereunder and without prejudice as to the putative class members, with all Parties
16 to bear their own fees and costs as to the Third Claim for Relief.
- 17 4. The Parties therefore stipulate, pursuant to Rule 41 of the Federal Rules of Civil Procedure,
18 to dismiss the Third Claim for Relief with prejudice as to Plaintiff and without prejudice as
19 to the putative class members.
- 20 5. Because no class has been certified in this action, the Court’s approval of this dismissal is
21 not additionally required pursuant to Rule 23(e) of the Federal Rules of Civil Procedure.
22 *See*, Fed. R. Civ. P. 23(e).

23
24 Based on the foregoing facts, the Parties Stipulate as follows:

- 25 1. Plaintiff’s Third Claim for Relief for Breach of Contract in the FAC, in her individual
26 capacity, is dismissed *with* prejudice;
- 27 2. Plaintiff’s Third Claim for Relief for Breach of Contract in the FAC, on behalf of the
28 putative sub-class, is dismissed *without* prejudice;

~~PROPOSED~~ ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: 6/14/17



Hon. Thelton E. Henderson
UNITED STATES DISTRICT JUDGE

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