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SIDNEY J. COHEN, ESQ., State Bar No. 39023  
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CHAMBERS COPY

Attorneys for Plaintiff  
MICHAEL PAULICK

DO NOT FILE

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

MICHAEL PAULICK

CASE NO. C 09-04686 SBA  
Civil Rights

Plaintiff,

V.

**STIPULATION AND ORDER  
FOR DISMISSAL**

ELISEO OAKS, L.P.;  
and DOES 1-25, Inclusive,

FRCP section 41

Defendants.

1 Plaintiff Michael Paulick (“Plaintiff”) and Defendant Eliseo Oaks,  
2 L.P.(“Defendant”), by and through their attorneys of record, file this Stipulation of  
3 Dismissal pursuant to Federal Rule of Civil Procedure section 41.

4 Plaintiff filed this lawsuit on October 1, 2009.

5 Plaintiff and Defendant have entered into a “Mutual Release And Settlement  
6 Agreement,” which settles all aspects of the lawsuit against Defendant. A copy of the  
7 “Mutual Release And Settlement Agreement” is incorporated by reference herein  
8 as if set forth in full. The “Mutual Release And Settlement Agreement “ states in part  
9 that “The court shall retain jurisdiction to enforce the terms of this Settlement  
10 Agreement, and this Settlement Agreement shall be incorporated by reference in the  
11 Dismissal as if set forth in full.”

12 Plaintiff and Defendant stipulate to the court retaining jurisdiction to enforce  
13 the “Mutual Release And Settlement Agreement.”

14 Plaintiff moves to dismiss with prejudice the lawsuit against Defendant.

15 Defendant, who has answered the complaint, agrees to the dismissal with  
16 prejudice.

17 This case is not a class action, and no receiver has been appointed.

18 This Stipulation and Order may be signed in counterparts, and facsimile or  
19 electronically transmitted signatures shall be as valid and as binding as original  
20 signatures.

21 Wherefore, Plaintiff and Defendant, by and through their attorneys of record,  
22 so stipulate.

23 Date: 2/12/10

SIDNEY J. COHEN  
PROFESSIONAL CORPORATION

/s/ Sidney J. Cohen

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Sidney J. Cohen  
Attorney for Plaintiff  
Michael Paulick

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Date: February 9, 1010

PARKER & CROSLAND LLP

/s/ C. Royda Crosland


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C. Royda Crosland  
Attorney for Defendant  
Eliseo Oaks, L.P.

PURSUANT TO STIPULATION OF THE PARTIES, IT IS SO ORDERED:

The lawsuit against Defendant is dismissed with prejudice. The Court shall retain jurisdiction to enforce the parties' "Mutual Release And Settlement Agreement." All disputes arising out of such agreement are REFERRED to the Chief Magistrate Judge or her designee for determination.

Date: 2/16/10

  
Sandra Brown Armstrong  
United States District Judge