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 11 Martha Carmack

12
 13 UNITED STATES DISTRICT COURT
 14 NORTHERN DISTRICT OF CALIFORNIA
 OAKLAND DIVISION

15 THEREALREAL, INC., a Delaware corporation,

16 Plaintiff,

17 vs.

18 MARTHA CARMACK, an Individual,

19 Defendant.

Case No.: 3:13-cv-00706-YGR

**STIPULATION AND STIPULATED
 JUDGMENT; AND ORDER (AS
 MODIFIED BY THE COURT)**

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STIPULATION AND STIPULATED JUDGMENT
 CASE NO. 3:13-cv-00706-YGR

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IT IS HEREBY STIPULATED by and between Plaintiff TheRealReal, Inc., appearing through its counsel Sidley Austin LLP, and Defendant Martha Carmack, appearing through her counsel the DeVito Law Group, that judgment shall be entered in favor of TheRealReal, Inc. against Martha Carmack as follows:

1. The Court has jurisdiction of the subject matter and the parties.
2. The parties are bound by the terms of the Contract, as defined in paragraph nine of the Complaint filed in this matter on February 15, 2013, which TheRealReal, Inc. has satisfied.
3. Martha Carmack has no ownership interest in TheRealReal, Inc.
4. Martha Carmack is enjoined from asserting any ownership interest in TheRealReal, Inc.
5. This Stipulated Judgment will become final for all purposes upon entry of judgment, and the parties waive the right to appeal this Stipulated Judgment both as to form and content.
6. In the event TheRealReal, Inc. elects to enforce this Stipulated Judgment TheRealReal, Inc. may immediately seek a writ of execution on this Stipulated Judgment without notice or hearing.
7. Martha Carmack hereby waives notice of entry of judgment, notice of and right to any hearing regarding entry of judgment, and notice of default hereon.
8. The parties will remain subject to the continuing jurisdiction of the Court to enforce the terms of this Stipulated Judgment.

IT IS SO STIPULATED.

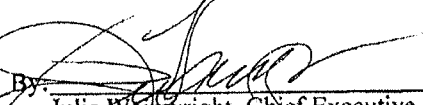
Dated: April 18, 2013

MARTHA CARMACK

By: 
Martha Carmack

Dated: April 25, 2013

THEREALREAL, INC.

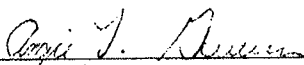
By: 
Julie Wainwright, Chief Executive Officer

STIPULATION AND STIPULATED JUDGMENT
CASE NO. 3:13-cv-00706-YGR

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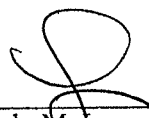
Dated: April 26, 2013

DEVITO LAW GROUP

By: 
Gina DeVito
Angie L. Guevara
devitolaw@mindspring.com
Attorneys for Plaintiff Martha Carmack

Dated: April 26, 2013

SIDLEY AUSTIN LLP

By: 
Wendy M. Lazerson
wlazerson@sidley.com
Attorneys for Defendant The RealReal, Inc.

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STIPULATED JUDGMENT

Plaintiff TheRealReal, Inc. appearing through its counsel Sidley Austin LLP, and defendant Martha Carmack, appearing through her counsel DeVito Law Group, having stipulated to the entry of this Judgment prior to the taking of any proof and without trial or adjudication on issues of fact or law; and the Court having considered the Complaint,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:


1. This Court has jurisdiction of the subject matter and the parties.
2. Based upon the evidence presented by TheRealReal, Inc., the court finds that:
 - a. the parties are bound by the terms of the Contract, as defined in paragraph nine of the Complaint filed in this matter on February 15, 2013, which TheRealReal, Inc. has satisfied;
 - b. Martha Carmack has no ownership interest in TheRealReal, Inc.
3. Martha Carmack is hereby forever enjoined from filing a frivolous complaint or asserting further claims against TheRealReal, Inc. related to ownership of TheRealReal, Inc.
4. This Judgment will become final for all purposes upon entry of judgment, and the parties waive the right to appeal this Judgment both as to form and content.
5. TheRealReal, Inc. will not cause execution of this Judgment to issue against Martha Carmack, provided Martha Carmack complies with the Settlement Agreement executed between TheRealReal, Inc. and Martha Carmack on April 25, 2013.
6. In the event of a default by Martha Carmack of the Settlement Agreement, or in the event TheRealReal, Inc. elects to enforce the Judgment pursuant to the terms of the Settlement Agreement, TheRealReal, Inc. may immediately seek a writ of execution on this Judgment without notice or hearing.
7. The parties will remain subject to the continuing jurisdiction of the Court to enforce the terms of this Stipulated Judgment for up to one year after the date of entry of this Judgment.

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8. The Clerk will enter this Judgment forthwith.

IT IS SO ORDERED.

Dated: April 30, 2013

By: 
HON. YVONNE GONZALEZ ROGERS
United States District Court Judge