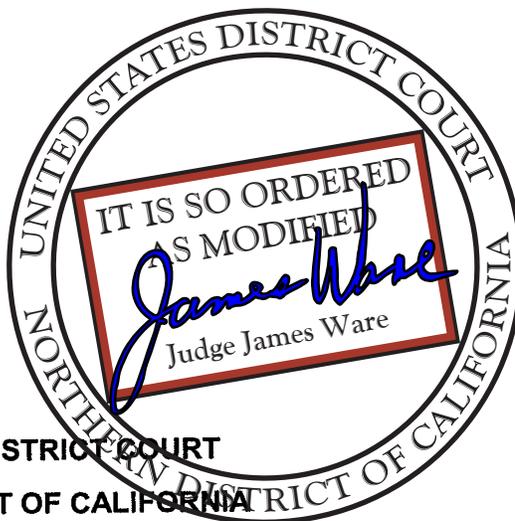


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6 Attorneys for Plaintiffs



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 8 **UNITED STATES DISTRICT COURT**  
 9 **NORTHERN DISTRICT OF CALIFORNIA**  
 10 **SAN JOSE DIVISION**

11 **PROJECT SENTINEL, a California**  
**Nonprofit Corporation; MICHAEL**  
 12 **BAKER; and, SARAH BAKER;**  
 13 **individually and on behalf of the**  
**GENERAL PUBLIC,**

14 **Plaintiffs,**

15 **vs.**

16 **THE FEIRMAN CORPORATION, a**  
 17 **California Corporation; THE RIF**  
 18 **FAMILY PARTNERSHIP, L.P.;**  
 and, **DON PHELPS;**

19 **Defendants.**

Case No. C-08-02486 JW

**JOINT APPLICATION AND**  
**STIPULATION FOR DISMISSAL OF**  
**ACTION, SUBJECT TO ONGOING**  
**TERMS OF SETTLEMENT**  
**AGREEMENT; [PROPOSED] ORDER**

20 The parties hereby apply for and stipulate to issuance of an order dismissing this  
 21 action in its entirety with prejudice, subject to the terms of the settlement agreement  
 22 and mutual release signed by the parties.

23 The Settlement Agreement and Mutual Release contains non-monetary terms  
 24 with which defendants are obligated to comply for a period of four years. If plaintiffs  
 25 contend that defendants violate any such terms during that four year period, the parties  
 26 will engage in reasonable, good faith efforts to resolve and cure the alleged violation. If  
 27 they are unable to resolve the dispute, plaintiff Project Sentinel may bring a motion to  
 28 reopen the case and enforce the terms of the Settlement Agreement. The parties

**JOINT APPLICATION AND STIPULATION FOR DISMISSAL OF ACTION, SUBJECT**  
**TO ONGOING TERMS OF SETTLEMENT AGREEMENT - Case No. C-08-02486 JW**

1 stipulate that the Court shall retain jurisdiction of this action for the purposes of  
2 adjudicating a motion seeking to enforce the terms of the Settlement Agreement.

3 So stipulated.

4 *June 3*  
5 Dated: ~~May 13~~, 2009.

BRANCART & BRANCART

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Liza Cristol-Deman  
Attorney for Plaintiff

9 *June 3*  
10 Dated: ~~May 13~~, 2009.

PAHL & MCCAY

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Servando Sandoval  
Attorney for Defendants

~~PROPOSED~~ ORDER

1  
2 Based upon the foregoing application and stipulation and good cause appearing  
3 therefor, it is hereby ordered that this action is dismissed in its entirety, subject to the  
4 terms of the Settlement Agreement executed by the parties. If plaintiffs contend that  
5 defendants violate any terms of the Settlement Agreement during the period of time in  
6 which the equitable terms of settlement are in effect, they may file a new action to  
7 enforce the settlement. That is, the Court declines to retain jurisdiction to enforce  
8 the parties' settlement. Any future breach of the parties' Settlement Agreement  
9 would be an ordinary breach of contract action that may be filed as a new action.  
10 **Plaintiffs' Motion for Partial Summary Judgment is DENIED as moot.**  
**(Docket Item No. 34.) The Clerk shall close this file.**

11  
12 Dated: June 11, 2009

  
\_\_\_\_\_  
JAMES WARE  
United States District Judge