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Attorneys for Plaintiff
TIMOTHY CLEVELAND

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

TIMOTHY CLEVELAND,

Case No.: C09 02376 RMW (PSG)

Plaintiff,

**STIPULATION AND []
ORDER TO SET ASIDE THE DEFAULT
AGAINST DEFENDANTS ANTHONY J.
PALMA, individually and dba
WHARFSIDE RESTAURANT; NATALIE
PALMA, individually and dba
WHARFSIDE RESTAURANT; and
PALMA/WHARFSIDE, LTD.**

vs.

ISABELLA'S AT WHARFSIDE, INC., dba
 ISABELLA'S RESTAURANT; TENE
 SHAKE; CITY OF MONTEREY;
 FISHERMAN'S WHARF COMPANY, LP;
 CHRIS SHAKE, individually and dba
 FISHERMAN'S WHARF COMPANY, LP;
 WHARFSIDE RESTAURANT, INC.;
 ANTHONY J. PALMA, individually and dba
 WHARFSIDE RESTAURANT; NATALIE
 PALMA, individually and dba WHARFSIDE
 RESTAURANT; SALVATORE RAPPA,
 individually and dba WHARFSIDE
 RESTAURANT; JOSEPHINE RAPPA
 individually and dba WHARFSIDE
 RESTAURANT; PALMA/WHARFSIDE,
 LTD. ; and DOES 1-10, inclusive,

Defendants.

WHEREAS Plaintiff TIMOTHY CLEVELAND filed a Request for Entry of Default
against DEFENDANTS ANTHONY J. PALMA, individually and dba WHARFSIDE

1 RESTAURANT; NATALIE PALMA, individually and dba WHARFSIDE RESTAURANT; and
2 PALMA/WHARFSIDE, LTD. on or about January 31, 2011 and this Court entered the default
3 on February 4, 2011;

4
5 WHEREAS DEFENDANTS ANTHONY J. PALMA, individually and dba
6 WHARFSIDE RESTAURANT; NATALIE PALMA, individually and dba WHARFSIDE
7 RESTAURANT; and PALMA/WHARFSIDE, LTD. agreed to stipulate to the jurisdiction of this
8 Court in exchange for a withdrawal and set aside of the default filed against them; and

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10 WHEREAS Plaintiff TIMOTHY CLEVELAND and DEFENDANTS ANTHONY J.
11 PALMA, individually and dba WHARFSIDE RESTAURANT; NATALIE PALMA,
12 individually and dba WHARFSIDE RESTAURANT; and PALMA/WHARFSIDE, LTD. filed a
13 stipulation and proposed order on or about February 17, 2011, and this Court issued an order on
14 or about March 2, 2011. that these named defendants are subject to the jurisdiction of the Court
15 for all purposes in this lawsuit but are not filing an Answer to the First Amended Complaint
16 because the parties have resolved the issues of injunctive relief and damages, so that the only
17 remaining issue to be resolved is payment of attorney fees, litigation expenses and costs.
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1 NOW THEREFORE, Plaintiff TIMOTHY CLEVELAND and DEFENDANTS
2 ANTHONY J. PALMA, individually and dba WHARFSIDE RESTAURANT; NATALIE
3 PALMA, individually and dba WHARFSIDE RESTAURANT; and PALMA/WHARFSIDE,
4 LTD., by and through their respective attorneys, stipulate that the default against these named
5 defendants be set aside.
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8 DATED: JULY 13, 2011

LAW OFFICE OF PAUL L. REIN

9
10 BY: /S/CELIA MCGUINNESS

11 PAUL L. REIN
12 CELIA MCGUINNESS
13 CATHERINE M. CABALO
14 ATTORNEYS FOR PLAINTIFF TIMOTHY
15 CLEVELAND

16
17 DATED: JULY 13, 2011

BERLINER COHEN

18 BY: _____

19 FRANK R. UBHAUS
20 MARY KATHARINE WILSON
21 ATTORNEYS FOR DEFENDANTS ISABELLA'S AT
22 WHARFSIDE, INC., TENE SHAKE, FISHERMAN'S
23 WHARF COMPANY, LP, CHRIS SHAKE,
24 WHARFSIDE RESTAURANT, INC. ANTHONY J.
25 PALMA, INDIVIDUALLY AND DBA WHARFSIDE
26 RESTAURANT; NATALIE PALMA, INDIVIDUALLY
27 AND DBA WHARFSIDE RESTAURANT; AND
28 PALMA/WHARFSIDE, LTD.

IT IS SO ORDERED

Dated: July 22, 2011



District Judge Ronald M. Whyte