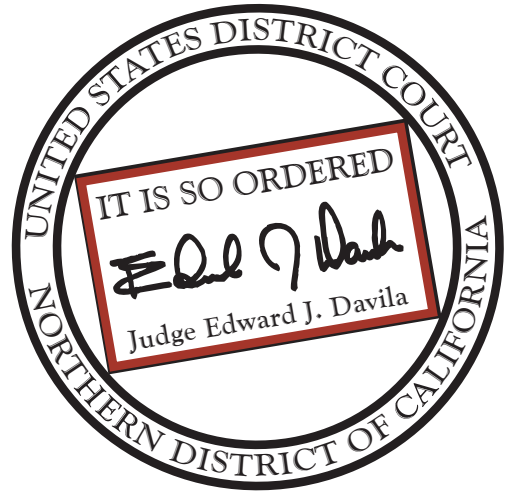


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8 **UNITED STATES DISTRICT COURT**  
 9 **NORTHERN DISTRICT OF CALIFORNIA**

11 ALMA CLARISA HERNANDEZ, THERESA ) 12 WALLEN, and RONALD MOORE, ) 13 Plaintiffs, ) 14 vs. ) 15 VALLCO SHOPPING MALL, LLC, et al., ) 16 Defendants. ) 17 _____ )	No. 5:10-cv-02848- EJD  <b>STIPULATION FOR DISMISSAL OF          HOWARD’S SHOES FOR CHILDREN,          INC. ONLY; ORDER</b>
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18 IT IS HEREBY STIPULATED by and between Plaintiffs Alma Clarisa Hernandez,  
 19 Theresa Wallen, and Ronald Moore (“Plaintiffs”) and Defendant Howard’s Shoes for Children,  
 20 Inc. (“Defendant”), by and through their respective counsel, that pursuant to Federal Rule of  
 21 Civil Procedure 41(a)(2), Defendant Howard’s Shoes for Children be dismissed with prejudice  
 22 from this action.

23 IT IS FURTHER STIPULATED between Plaintiff Ronald Moore and Defendant that  
 24 this case has been settled as between them and all issues and controversies have been resolved  
 25 to their mutual satisfaction. Plaintiff Ronald Moore and Defendant request the Court to retain  
 26 ///  
 27 ///  
 28 ///

1 jurisdiction to enforce the terms of their settlement agreement under the authority of *Kokkonen*  
2 *v. Guardian Life Ins. Co. of America*, 511 U.S. 375, 381-82 (1994).

3 Date: May 12, 2011

MOORE LAW FIRM, P.C.

4  
5 /s/ Tanya E. Moore

6 Tanya E. Moore  
7 Attorney for Plaintiffs  
8 Alma Clarisa Hernandez, Theresa  
Wallen, and Ronald Moore

9 Date: May 12, 2011

BARABAN & TESKE

10  
11 /s/ James S. Link

12 James S. Link, Attorneys for  
13 Defendant Howard's Shoes for  
14 Children

15 **ORDER**

16 The parties having so stipulated,

17 **IT IS HEREBY ORDERED** as follows:

18 1. Plaintiff Ronald Moore and Defendant Howard's Shoes for Children, Inc. shall  
19 comply with the terms of the confidential Settlement Agreement and Release in Full, the terms  
20 of which are incorporated herein by reference.

21 2. By consent of Plaintiff Ronald Moore and Defendant Howard's Shoes for  
22 Children, Inc., the Court shall retain jurisdiction in this matter for the purpose of enforcing the  
23 terms of the settlement agreement.

24 3. Except as provided for in paragraphs 1 and 2 above, Howard's Shoes for  
25 Children, Inc. is dismissed with prejudice from this action.

26 **IT IS SO ORDERED.**

27 Dated: May 13, 2011

28   
United States District Court Judge