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 7 CONNIE ARNOLD

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14 Attorneys for Defendants  
 15 WESTIN BAY HOTEL REALTY LLC, and  
 16 STARWOOD HOTELS & RESORTS WORLDWIDE, INC.

17 UNITED STATES DISTRICT COURT  
 18 NORTHERN DISTRICT OF CALIFORNIA

19 CONNIE ARNOLD,  
 20  
 21 Plaintiffs,

CASE NO. C:07-3279 JCS  
Civil Rights

v.

**STIPULATION AND PROPOSED ORDER  
 FOR DISMISSAL**

22 WESTIN BAY HOTEL REALTY LLC;  
 23 STARWOOD HOTELS & RESORTS  
 24 WORLDWIDE, INC.; and DOES 1-10,  
 25 inclusive,  
 26  
 27 Defendants.

IT IS HEREBY STIPULATED BY ALL PARTIES THROUGH THEIR COUNSEL OF  
 RECORD AS FOLLOWS:

1. The parties have reached a settlement as to all of plaintiff's claims for injunctive relief, damages, attorney fees, litigation expenses and costs. The agreement as to injunctive relief has been memorialized in a separate Consent Decree and Order which was entered by the Court on August 18, 2008.

2. The agreement on damages, attorney fees, litigation expenses and costs is the

**Stipulation and [Proposed] Order for  
 Dismissal: Case No. C07-3279 JCS**

1 subject of a separate Settlement Agreement and Release.

2 3. The payment of damages and attorney fees, litigation expenses and costs has  
3 been made by defendants, and by the terms of the Consent Decree and Order, the Court has  
4 retained continuing jurisdiction to enforce the injunctive relief terms.

5 4. The parties therefore agree that, subject to the court's continuing jurisdiction  
6 under the Consent Decree and Order, the action shall be dismissed with prejudice.

7 Dated: September 11, 2008

PAUL L. REIN  
JULIE A. OSTIL  
LAW OFFICES OF PAUL L. REIN

8  
9 *Julie Ostil*  
10 Attorneys for Plaintiff  
11 CONNIE ARNOLD

12 Dated: September \_\_, 2008

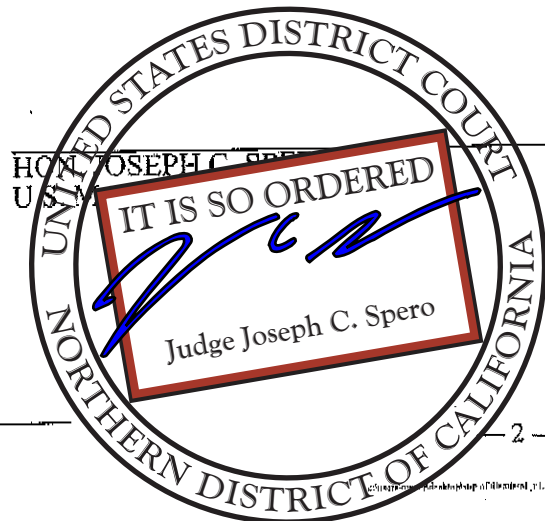
13 STACEY L. HERTER  
14 JESSE E.M. RANDOLPH  
15 BRYAN CAVE LLP

16 Attorneys for Defendants  
17 WESTIN BAY HOTEL REALTY LLC;  
18 STARWOOD HOTELS & RESORTS  
19 WORLDWIDE, INC.

20 **ORDER**

21 Pursuant to stipulation, and for good cause shown, **IT IS SO ORDERED.** The Court  
22 will retain jurisdiction to enforce the Consent Decree and Order, and the action is hereby  
23 dismissed with prejudice.

24 Dated: September 15, 2008



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subject of a separate Settlement Agreement and Release.

3. The payment of damages and attorney fees, litigation expenses and costs has been made by defendants, and by the terms of the Consent Decree and Order, the Court has retained continuing jurisdiction to enforce the injunctive relief terms.

4. The parties therefore agree that, subject to the court's continuing jurisdiction under the Consent Decree and Order, the action shall be dismissed with prejudice.

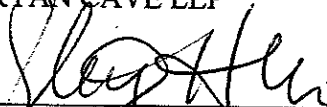
Dated: September \_\_, 2008

PAUL L. REIN  
JULIE A. OSTIL  
LAW OFFICES OF PAUL L. REIN

\_\_\_\_\_  
Attorneys for Plaintiff  
CONNIE ARNOLD

Dated: September 10, 2008

STACEY L. HERTER  
JESSE E.M. RANDOLPH  
BRYAN CAVE LLP

  
\_\_\_\_\_  
Attorneys for Defendants  
WESTIN BAY HOTEL REALTY LLC;  
STARWOOD HOTELS & RESORTS  
WORLDWIDE, INC.

**ORDER**

Pursuant to stipulation, and for good cause shown, **IT IS SO ORDERED.** The Court will retain jurisdiction to enforce the Consent Decree and Order, and the action is hereby dismissed with prejudice.

Dated: \_\_\_\_\_

\_\_\_\_\_  
HON. JOSEPH C. SPERO  
U.S. MAGISTRATE JUDGE