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7 Attorneys for Defendant
 AMERICAN INSTITUTE FOR FOREIGN STUDY, INC.
 8 dba AU PAIR IN AMERICA

9 IN THE UNITED STATES DISTRICT COURT
 10 FOR THE NORTHERN DISTRICT OF CALIFORNIA

11 PENNA PIPER, an individual,)	Case No. C 10 0107 JSW
)	
12 Plaintiff,)	STIPULATION AND [PROPOSED]
)	ORDER REGARDING DISMISSAL
13 v.)	
)	
14 AMERICAN INSTITUTE FOR FOREIGN)	
15 STUDY, INC. dba AU PAIR IN AMERICA,)	(Marin County Superior Court, Case No.
and DOES 1-10,)	CIV 095805)
)	
16 Defendant.)	Complaint Filed: November 16, 2009

17
 18 IT IS HEREBY STIPULATED AND AGREED by and between Penna Piper
 19 (“Plaintiff”) and American Institute for Foreign Study *dba* Au Pair in America (“Defendant”)
 20 (collectively the “Parties”) by and through their respective counsel of record:

21 WHEREAS, on November 16, 2009, Plaintiff filed a complaint in the Superior Court of
 22 California for the County of Orange in the above-captioned matter, alleging causes of action for:
 23 (1) wrongful termination based on disability; (2) disability discrimination; (3) failure to
 24 accommodate a disability; (4) intentional inflictions of emotional distress; (5) negligent infliction
 25 of emotional distress; (6) unfair business practices – violation of Business and Professions Code
 26 § 17200 *et seq*; (7) unfair business practices – unlawful compensation below minimum wage
 27 requirement; (8) unfair business practice – unlawful compensation – front pay; (9) failure to pay
 28 wages when due; (10) failure to pay overtime; and (11) waiting time penalties;

1 WHEREAS, on January 8, 2010, Defendant removed said State court matter to the
2 United States District Court, Northern District of California;

3 WHEREAS on February 8, 2011, the Parties mediated this case before David Meadows
4 of Mediation and ADR Services and the matter was settled with each party to bear their own
5 attorneys' fees and costs; and

6 WHEREAS, based on the foregoing, Plaintiff has agreed to dismiss with prejudice the
7 entire matter.

8 IT IS HEREBY STIPULATED as follows:

- 9 1. The entire matter is dismissed with prejudice; and
- 10 2. Each party to bear their own attorneys' fees and costs.

11 DATED: March ___, 2011

SEYFARTH SHAW LLP

12 By /s/ Michael J. Burns
13 Michael J. Burns

14 Attorneys for Defendant
15 AMERICAN INSTITUTE FOR FOREIGN
16 STUDY, INC. dba AU PAIR IN AMERICA

17 DATED: March ___, 2011

LAW OFFICES OF STEVEN KESTEN

18 BY /s/ Steven Kesten
19 Steven Kesten

20 Attorneys for Plaintiff
21 PENNA PIPER

22 DATED: March ___, 2011

LAW OFFICES OF LAWRENCE A. ORGAN

23 BY /s/ Lawrence A. Organ
24 Lawrence A. Organ

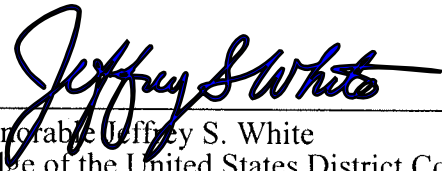
25 Attorneys for Plaintiff
26 PENNA PIPER

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ORDER

IT IS SO ORDERED.

Dated: March 23, 2011



Honorable Jeffrey S. White
Judge of the United States District Court
Northern District of California

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