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Roberto Ripamonti, Esq. (SBN 259123)  
Tsao-Wu, Chow & Yee LLP  
The Monadnock Building  
685 Market Street, Suite 460  
San Francisco, CA 94105  
Telephone: (415) 777-1688  
Facsimile: (415) 777-2298

Attorney for Plaintiff,  
Winnie Huang

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

WINNIE HUANG,	)	Case No.: 11-0753-EMC
	)	
Plaintiff,	)	<b>JOINT STIPULATION OF</b>
	)	<b>DISMISSAL ; ORDER</b>
vs.	)	
	)	
AVANQUEST NORTH AMERICA, INC.,	)	
et al	)	
	)	
Defendant.	)	

**STIPULATION FOR DISMISSAL**

COME NOW Plaintiff WINNIE HUANG and Defendant AVANQUEST NORTH AMERICA, INC., (collectively “the Parties”) and, pursuant to Rule 41(a)(1)(ii) of the Federal Rules of Civil Procedure, jointly stipulate to dismiss this case without prejudice.\* In support of their Joint Stipulation of Dismissal, the Parties show as follows:

1. In her complaint, Plaintiff in this case alleged causes of action for wrongful termination in violation of the Family Medical Leave Act (FMLA) of 1993, §§ 102(a), 104(a), 29 U.S.C.A. §§ 2612(a), 2614(a), and its California counterpart, the California Family Rights Act (CFRA) under California Gov’t Code § 12945.2(I)(1), among other causes of action.

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- 2. Under their respective relevant statutes, both of those causes of action only apply in cases where the aggrieved employee works at a worksite which employs at least 50 employees over a 75 mile radius.
- 3. Defendant has asserted that it does not employ a sufficient number of employees at Plaintiff's worksite to be covered by either the FMLA or CFRA's jurisdiction.
- 4. Based on Defendant's assertion, Plaintiff has agreed to dismiss those causes of action with prejudice.
- 5. As the application of those statutes are the only potential federal question at issue before this Court, and the remaining causes of action are all based solely on California law and more appropriately adjudicated in a California Superior Court, both parties have agreed to dismiss the current case without prejudice, and attempt to reach equitable settlement. Should such attempts fail, Plaintiffs will re-file the remaining claims in California Superior Court.

WHEREFORE, the Parties stipulate that this case be dismissed without prejudice pursuant to Rule 41(a)(1)(ii) of the Federal Rules of Civil Procedure.

Jointly stipulated this 25<sup>th</sup> day of March, 2011.

Dated: March 25, 2011

Tsao-Wu, Chow & Yee LLP

BY:           /s/ Roberto Ripamonti            
 Roberto Ripamonti, Esq  
 Attorney for Plaintiff,  
 Winnie Huang

Dated: March 28, 2011

Fisher & Phillips LLP

IT IS SO ORDERED:

BY:           /s/ Jennifer Achart            
 Jennifer Achart, Esq  
 Attorney for Defendant  
 Avanquest North America, Inc.

\_\_\_\_\_  
 Edward M. Chen  
 U.S. Magistrate Judge

