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SARAH UNVERFERTH, et al.

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10 SARAH UNVERFERTH and P.C., a minor,
11 by and through his guardian ad litem SARAH
UNVERFERTH,

Case No. 3:15-cv-01721-EMC

12 Plaintiffs,

**STIPULATION AND ~~PROPOSED~~
ORDER FOR DISMISSAL WITH
PREJUDICE**

13 v.

14 LIBERTY UNION HIGH SCHOOL
15 DISTRICT, ERIC VOLTA, JOHN SAYLOR,
16 PATRICK WALSH, JENNIFER KOETT,
ILENE FOSTER, and SANDRA
GUARDADO, and DOES 1-30,

Judge: Hon. Edward M. Chen

17 Defendants.

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20 Plaintiffs SARAH UNVERFERTH and P.C., a minor, by and through his guardian ad
21 litem Sarah Unverferth (collectively “Plaintiffs”) and Defendants LIBERTY UNION HIGH
22 SCHOOL DISTRICT, ERIC VOLTA, JOHN SAYLOR, PATRICK WALSH, JENNIFER
23 KOETT, ILENE FOSTER, and SANDRA GUARDADO (collectively “Defendants”), by and
24 through their counsel, hereby stipulate as follows:

25 **WHEREAS**, the parties and their counsel participated in mediation, per the court’s order,
26 on September 13, 2016 and reached an agreement to settle the entire action;

27 **WHEREAS**, the Court issued an Order Granting Plaintiffs’ Motion for Order Confirming
28 Settlement of Minor’s Claims, on February 16, 2017 (Doc. 88) (the “Order”); and

1 **WHEREAS**, Plaintiffs have executed a Release Agreement and Defendants have issued
2 payment to Plaintiff consistent with the settlement reached at mediation on September 13, 2016
3 and the Court’s order granting Plaintiffs’ Motion for Order Confirming Settlement, which is
4 conditional upon the Court’s entry of order dismissing this matter in its entirety,

5 **IT IS HEREBY STIPULATED**, by and among the parties to this action, that:

- 6 1. The above-captioned action in its entirety is to be dismissed, with prejudice, and
- 7 2. Each of the parties is to bear its own attorneys’ fees, costs, and expenses associated
8 with this action, and
- 9 3. The Court shall retain jurisdiction over this matter to enforce the terms of the
10 Release Agreement, executed on March 28, 2017.

11 **IT IS SO STIPULATED.**

12 Dated: March 28, 2017

McCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP

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15 By: _____ /s/ STEPHANIE Y. WU
Stephanie Y. Wu
Attorneys for Defendants,
16 LIBERTY UNION HIGH SCHOOL DISTRICT,
17 ERIC VOLTA, JOHN SAYLOR, PATRICK
18 WALSH, JENNIFER KOETT, ILENE FOSTER,
and SANDRA GUARDADO

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20 Dated: March 29, 2017

LAW OFFICES OF TODD BOLEY

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23 By: _____ /s/ TODD A. BOLEY
Todd A. Boley
Attorneys for Plaintiffs,
24 SARAH UNVERFERTH and P.C., a minor, by and
25 through his guardian ad litem SARAH
UNVERFERTH
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[PROPOSED]
ORDER

The Court, having considered the stipulation of the parties and good cause appearing therefor, **HEREBY ORDERS THAT:**

1. The action in its entirety is dismissed, with prejudice, and
2. Each of the parties shall bear its own attorneys' fees, costs, and expenses associated with this action
3. The Court shall retain jurisdiction over this matter to enforce the terms of the Release Agreement, executed on March 28, 2017.

Dated: 3/31/2017

