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10 Attorneys for Plaintiff
 11 INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL

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 13 UNITED STATES DISTRICT COURT
 14 NORTHERN DISTRICT OF CALIFORNIA

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 16 INTERNATIONAL CHURCH OF THE
 FOURSQUARE GOSPEL,
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 Plaintiff,
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 v.
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 CITY OF SAN LEANDRO,
 20
 Defendant.
 21
 FAITH FELLOWSHIP FOURSQUARE
 22 CHURCH,
 23
 Real Party in Interest.

No. 4:07-cv-03605-PJH
**STIPULATION AND [PROPOSED]
 ORDER FOR DISMISSAL OF
 COMPLAINT WITH PREJUDICE
 PURSUANT TO FRCP 41**
 Judge: Hon. Phyllis J. Hamilton
 Courtroom: 3
 Complaint Filed: July 12, 2007

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 25 WHEREAS, on September 14, 2012, Plaintiff International Church of the
 26 Foursquare Gospel and Real Party in Interest Faith Fellowship Foursquare Church
 27 (collectively, the "Church") and Defendant City of San Leandro ("City") (collectively, the
 28

1 "Parties") participated in court ordered mediation at which time they agreed to fully settle
2 the instant action;

3 WHEREAS, the Parties subsequently entered into a Settlement Agreement and
4 Mutual Release resolving all of the Church's claims against the City, including all claims
5 arising under the Religious Land Use and Institutionalized Persons Act ("RLUIPA"),
6 codified at 42 U.S.C. § 2000cc, *et. seq.*, in exchange for valuable consideration;

7 NOW THEREFORE, the Parties hereby jointly and respectfully request that the
8 Court, pursuant to Federal Rule of Civil Procedure 41(a)(1), discontinue and dismiss with
9 prejudice the above titled-action as to all parties, with each party bearing its own fees and
10 costs, except as provided for in the Settlement Agreement and Mutual Release into
11 between the Parties.

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13 **IT IS SO STIPULATED.**

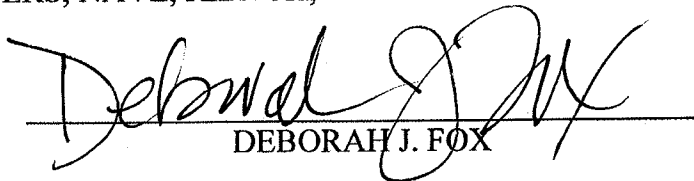
14 Dated: 9/26, 2012

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MEYERS, NAVE, RIBACK, SILVER & WILSON

16

17 By


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18

Attorneys for Defendant
CITY OF SAN LEANDRO

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20

21 Dated: 9/26, 2012

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

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23 By



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INTERNATIONAL CHURCH OF THE
FOURSQUARE GOSPEL

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[PROPOSED] ORDER

Having been advised by the Parties that a Settlement Agreement and Mutual Release was entered into, pursuant to which the Church has agreed to release all pending claims against the City, including all claims arising under RLUIPA, in exchange for valuable consideration, the matter of *International Church of the Foursquare Gospel v. City of San Leandro*, United States District Court, Northern District of California, Case No. 4:07-cv-03605-PJH, is, by reason of the settlement, hereby dismissed with prejudice in its entirety as to all parties.

IT IS SO ORDERED.

Dated: 9/26/12

