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5 Attorney for Defendants, ANTIOCH UNIFIED SCHOOL DISTRICT;  
 6 DEBORAH SIMS, JO ELLA ALLEN, ROBERT BRAVO,  
 7 ANDY CANNON, RON LEONE, and BUKKY OYEBADE,  
 individually and in their official capacities.

8 UNITED STATES DISTRICT COURT  
 9 NORTHERN DISTRICT OF CALIFORNIA

10 DEARMAND E., a minor, by and through  
 11 DEARMAND ELLIS, JR., his father/legal  
 guardian, et al.  
 12 Plaintiffs,  
 13 v.  
 14 CITY OF ANTIOCH, ANTIOCH POLICE  
 DEPARTMENT, et al.  
 15 Defendants.

CASE NO.: C08-01709 SI

**STIPULATION FOR ENTRY OF ORDER  
 OF DISMISSAL AND [PROPOSED]  
 ORDER**

17 WHEREAS certain parties to this action, namely, Plaintiffs, DEARMAND E., a minor,  
 18 by and through DEARMAND ELLIS, JR., his father/legal guardian; MICHAEL H., a minor, by  
 19 and through ONITA TUGGLES, his mother/legal guardian; and NICHOLAS P., a minor, by and  
 20 through BETTINA LAWRENCE, his mother/legal guardian; and defendants ANTIOCH  
 21 UNIFIED SCHOOL DISTRICT, DEBORAH SIMS, JO ELLA ALLEN, ROBERT BRAVO,  
 22 ANDY CANNON, RON LEONE, and BUKKY OYEBADE, individually and in their official  
 23 capacities (collectively the "Settling Parties"), have reached a mutual and amicable settlement  
 24 and have entered into separate agreements for settlement of the monetary and injunctive relief  
 25 claims between them in this action, which are incorporated herein by reference and the terms of  
 26 which are set forth in writing in 1) the Settlement Agreement Release between Plaintiffs

1 DEARMAND E., a minor, by and through DEARMAND ELLIS, JR., his father/legal guardian;  
2 MICHAEL H., a minor, by and through ONITA TUGGLES, his mother/legal guardian; and  
3 NICHOLAS P., a minor, by and through BETTINA LAWRENCE, his mother/legal guardian,  
4 and Defendants ANTIOCH UNIFIED SCHOOL DISTRICT, DEBORAH SIMS, JO ELLA  
5 ALLEN, ROBERT BRAVO, ANDY CANNON, RON LEONE, and BUKKY OYEBADE,  
6 individually and in their official capacities (monetary claims), and 2) the Settlement Agreement  
7 between Plaintiffs and the Antioch Unified School District Defendants Regarding Plaintiffs'  
8 Pattern and Practice Claims (injunctive relief claims);

9 WHEREAS the Settlement Agreements cover all the claims between the Settling Parties  
10 in this action;

11 WHEREAS the Settling Parties agree to pay their own attorney's fees and costs;

12 WHEREAS there are no further issues between the Settling Parties for the Court to  
13 resolve; and

14 WHEREAS the Settling Parties have agreed that the Court should retain exclusive  
15 jurisdiction for the purpose of enforcing the terms of the Settlement Agreements;

16 NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:

17 1. Plaintiffs' action against Defendants ANTIOCH UNIFIED SCHOOL DISTRICT;  
18 DEBORAH SIMS, JO ELLA ALLEN, ROBERT BRAVO, ANDY CANNON, RON LEONE,  
19 and BUKKY OYEBADE, individually and in their official capacities, including references to  
20 said parties in each of Plaintiffs' causes of action set out in Plaintiffs' First Amended Complaint,  
21 shall be dismissed with prejudice, except as necessary to enforce the terms of the Settlement  
22 Agreement between Plaintiffs and the Antioch Unified School District Defendants Regarding  
23 Plaintiffs' Pattern and Practice Claims (injunctive relief claims);

24 2. The Court shall retain exclusive jurisdiction to enforce the terms of the Settling  
25 Parties' Settlement Agreements;

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3. The Settling Parties shall comply with the terms of the Settlement Agreement between Plaintiffs and the Antioch Unified School District Defendants Regarding Plaintiffs' Pattern and Practice Claims (injunctive relief claims), and the said agreement is incorporated herein by reference;

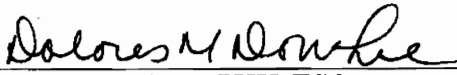
4. Each party shall bear its own attorney's fees and costs.

**SO STIPULATED.**


DATED: 9/17/09 LAW OFFICE OF JIVAKA CANDAPPA

By:   
JIVAKA CANDAPPA, ESQ.  
Attorney for Plaintiffs, DEARMAND E., a minor, by and through DEARMAND ELLIS, JR., his father/legal guardian; MICHAEL H., a minor, by and through ONITA TUGGLES, his mother/legal guardian; and NICHOLAS P., a minor, by and through BETTINA LAWRENCE, his mother/legal guardian

DATED: 9/14/09 EDRINGTON, SCHIRMER & MURPHY

By:   
TIMOTHY P. MURPHY, ESQ.  
Attorneys for Defendants ANTIOCH UNIFIED SCHOOL DISTRICT; DEBORAH SIMS, JO ELLA ALLEN, ROBERT BRAVO, ANDY CANNON, RON LEONE, and BUKKY OYEBADÉ, individually and in their official capacities.

**PURSUANT TO STIPULATION, IT IS SO ORDERED.**

DATED:  
  
By:   
HON. SUSAN ILLSTON, JUDGE  
UNITED STATES DISTRICT COURT