

1 JOHN L. BURRIS, Esq. (69888)
 ADANTE D. POINTER (236229)
 2 LAW OFFICES OF JOHN L. BURRIS
 Airport Corporate Center
 3 7677 Oakport St., Suite 1120
 Oakland, CA 94621
 4 T: 510-839-5200
 F: 510-839-3882
 5

6 Attorneys for Plaintiffs LORIANNE DAVIS, RAHEIM BROWN, SR.,

7 DAVID I. KELVIN, Esq. (095190)
 1516 Oak Street
 8 Suite 316
 Alameda, CA 94501
 9 T: 510-865-0792
 F: 510-865-0793
 10

11 Attorney for Plaintiff LaDONNA SMITH, as
 Guardian ad Litem for Unborn Baby Brown
 12

13 PETER P. EDRINGTON, Esq. (074355)
 JAMES M. MARZAN, Esq. (133931)
 14 EDRINGTON, SCHIRMER & MURPHY LLP
 2300 Contra Costa Boulevard, Suite 450
 15 Pleasant Hill, CA 94523-3936
 Telephone: (925) 827-3300
 16 Facsimile: (925) 827-3320

17 Attorneys for Defendants OAKLAND UNIFIED SCHOOL DISTRICT
 BARHIN BHATT and PETER SARNA
 18

19 James T. Anwyl, Esq.
 Lynn A. Garcia, Esq.
 20 ANWYL, SCOFFIELD & STEPP, LLP
 P. O. Box 269127
 21 Sacramento, CA 95826-9127
 T: 916-565-1800
 22 F: 916-565-2374

23 Attorneys for Defendant JONATHAN BELLUSA

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1 UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF CALIFORNIA

3 LaDONNA SMITH, as Guardian ad Litem for)
4 Unborn Baby Brown,)

5 Plaintiff,)

6 vs.)

7 OAKLAND UNIFIED SCHOOL DISTRICT,)
8 BARHIN BHATT, JONATHAN BELLUSA)
9 and DOES 1 to 10,)

10 Defendants.)

CASE NO.: 3:11-cv-2354 EMC

**STIPULATION FOR DISMISSAL AND
[PROPOSED] ORDER.**

11 LORIANNE DAVIS AND RAHEIM)
12 BROWN SR., individually and as personal)
13 representatives of the ESTATE OF RAHEIM)
14 BROWN JR.; ESTATE OF RAHEIM)
15 BROWN JR., and N.F.H., a minor, by and)
16 through her guardian ad litem FLORDELIZA)
17 HARRELL,)

18 Plaintiffs)

19 vs.)

20 CITY OF OAKLAND, a municipal)
21 corporation; OAKLAND UNIFIED SCHOOL)
22 DISTRICT; PETER C. SARNA in his official)
23 capacity as CHIEF OF POLICE for)
24 OAKLAND Unified School District; et al.,)

25 Defendants.)

CONSOLIDATED CASES

26 WHEREAS the parties to this action, namely, Plaintiffs LORIANNE DAVIS, RAHEIM
27 BROWN SR. and LaDONNA SMITH, as Guardian ad Litem for Unborn Baby Brown, and
28 Defendants OAKLAND UNIFIED SCHOOL DISTRICT, BARHIN BHATT, PETER SARNA
and JONATHAN BELLUSA (the "Settling Parties"), have reached a mutual and amicable
settlement and have entered into an agreement for settlement of claims between them in this
action, the terms of which are set forth in writing in the Settlement Agreement and Release of All

1 Claims to fully and finally resolve all matters relating to the Settling Parties in this action without
2 trial;

3 WHEREAS the Settlement Agreement covers all of the claims between the Settling
4 Parties in this action;

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

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

8 WHEREAS the Settling Parties have agreed that the Court should retain jurisdiction for
9 the purpose of enforcing the terms of the Settlement Agreement,

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

11 1. Plaintiffs' action against defendants OAKLAND UNIFIED SCHOOL DISTRICT,
12 BARHIN BHATT, PETER SARNA and JONATHAN BELLUSA shall be
13 dismissed with prejudice, with each party to bear their own attorney's fees and
14 costs.

15 2. The Court shall retain jurisdiction to enforce the terms of the Settling Parties'
16 Settlement Agreement.

17 IT IS SO STIPULATED.

18 DATED: September 30, 2013

LAW OFFICES OF JOHN BURRIS

19
20 /s/ _____
Adante Pointer
21 Attorney for Plaintiffs LORIANNE
DAVIS and RAHEIM BROWN, SR.

22 DATED: September 30, 2013

LAW OFFICES OF DAVID I. KELVIN

23
24 /s/ _____
David I. Kelvin
25 Attorney for Plaintiff LaDONNA SMITH

26 //
27 //
28 //

1 DATED: September 30, 2013

EDRINGTON, SCHIRMER & MURPHY LLP

2 /s/ _____
3 Peter P. Edrington, Esq.
4 James M. Marzan, Esq.
5 Attorneys for Defendants OAKLAND
UNIFIED SCHOOL DISTRICT, BARHIN
BHATT and PETER SARNA

6 DATED: September 30, 2013

ANWYL, SCOFFIELD & STEPP, LLP

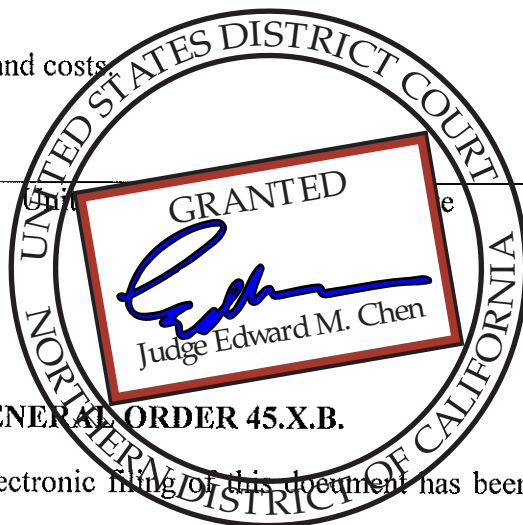
7 /s/ _____
8 James T. Anwyl
9 Attorneys for Defendant
JONATHAN BELLUSA

10 **ORDER**

11 In accordance with the foregoing stipulation, IT IS HEREBY ORDERED that plaintiffs
12 LORIANNE DAVIS, RAHEIM BROWN, SR., and LaDONNA SMITH, as Guardian ad Litem
13 for Unborn Baby Brown, dismiss their case against defendants OAKLAND UNIFIED SCHOOL
14 DISTRICT, BARHIN BHATT, PETER SARNA and JONATHAN BELLUSA with prejudice
15 pursuant to F.R.C.P. 41(a)(1).

16 Each side will bear their own attorney's fees and costs.

17 DATED: 10/3, 2013



21 **ATTESTATION PURSUANT TO GENERAL ORDER 45.X.B.**

22 I, James M. Marzan, attest that concurrence in the electronic filing of this document has been
23 obtained from each of the signatories. I declare under penalty of perjury under the laws of the
24 United States of America that the foregoing is true and correct. Executed
25 this 30th day of September, 2013, at Pleasant Hill, California

26
27 /s/ James M. Marzan
28 James M. Marzan, Esq.