

1 STEPHEN P. BERZON (SBN 46540)  
 2 EILEEN B. GOLDSMITH (SBN 218029)  
 3 PEDER J. V. THOREEN (SBN 217081)  
 4 MEREDITH A. JOHNSON (SBN 291018)  
 5 REBECCA C. LEE (SBN 305119)  
 6 Altshuler Berzon LLP  
 7 177 Post Street, Suite 300  
 8 San Francisco, California 94108  
 Telephone: (415) 421-7151  
 Facsimile: (415) 362-8064  
 E-mail: sberzon@altber.com  
 egoldsmith@altber.com  
 pthoreen@altber.com  
 mjohnson@altber.com  
 rlee@altber.com

9 ROBERT J. BEZEMEK (SBN 058740)  
 10 DAVID CONWAY (SBN 253903)  
 11 Law Offices of Robert J. Bezemek  
 12 A Professional Corporation  
 13 The Latham Square Building  
 14 1611 Telegraph Avenue, Suite 936  
 Oakland, California 94612  
 Telephone: (510) 763-5690  
 Facsimile: (510) 763-4255  
 E-mail: rjbezemek@bezemeklaw.com  
 dconway@bezemeklaw.com

15 Attorneys for Plaintiffs

16 [Additional Counsel on following page]

17 IN THE UNITED STATES DISTRICT COURT  
 18 NORTHERN DISTRICT OF CALIFORNIA

19  
 20 AFT LOCAL 2121, *et al.*,

21 Plaintiffs,

22 vs.

23 ACCREDITING COMMISSION FOR  
 24 COMMUNITY AND JUNIOR COLLEGES,  
*et al.*,

25 Defendants.

CASE NO. 4:16-cv-03411-HSG

**STIPULATION FOR DISMISSAL OF  
 PLAINTIFFS' CLAIMS AGAINST ACCJC  
 PURSUANT TO SETTLEMENT  
 AGREEMENT; ORDER**

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KENNETH E. KELLER [SBN 71450] kenneth.keller@pillsburylaw.com  
PILLSBURY WINTHROP SHAW PITTMAN LLP  
Four Embarcadero Center, 22nd Floor  
San Francisco, CA 94111-5998  
Telephone: (415) 983-1084  
Facsimile: (415) 249-8466

THOMAS H. SLOAN, JR. [SBN 58322] tsloan@ksrh.com  
TRACY M. CLEMENTS [SBN 184150] tclements@ksrh.com  
ETHAN I. JACOBS [SBN 291838] ejacobs@ksrh.com  
KELLER SLOAN ROMAN LLP  
555 Montgomery Street, 17th Floor  
San Francisco, CA 94111  
Telephone: (415) 249-8330  
Facsimile: (415) 249-8333

LAURENCE W. KESSENICK [SBN 45433]  
SCOTT C. KESSENICK [SBN 295999]  
KESSENICK, GAMMA, & FREE, LLP  
44 Montgomery Street, Suite 3880  
San Francisco, CA 94014  
Telephone: (415) 362-9400  
Facsimile: (415) 352-9401

*Attorneys for Defendant Accrediting Commission for Community and Junior Colleges*

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**STIPULATION FOR DISMISSAL**

Pursuant to Fed. R. Civ. P. 41(a)(2), Plaintiffs California Federation of Teachers; AFT Local 2121; Palomar Faculty Federation/AFT Local 6161; San-Jose Evergreen Federation of Teachers/AFT Local 6157; Mendocino Federation of Teachers/AFT Local 6322; Tim Killikelly; Alisa Messer; Shannon Lienhart; Karen Saginor; and Augusta Goldstein (collectively “Plaintiffs”); and Defendant Accrediting Commission for Community & Junior Colleges (“ACCJC”) hereby stipulate to the dismissal, with Court approval, of Plaintiffs’ claims in this action against ACCJC as follows.

1. Plaintiffs and ACCJC have entered into a Settlement Agreement of Plaintiffs’ claims in this action against ACCJC. The Settlement Agreement is attached hereto as Exhibit 1 and is incorporated by reference into this Stipulation in its entirety.

2. Upon approval by the Court of this Stipulation, Plaintiffs’ claims in this action against ACCJC shall be dismissed with prejudice.

3. Notwithstanding the dismissal of Plaintiffs’ claims against ACCJC in this action, Plaintiffs and ACCJC have agreed and requested that this Court retain jurisdiction for purposes of enforcing the Settlement Agreement in accordance with its terms. *See Kokkonen v. Guardian Life Ins. Co. of America*, 511 U.S. 375, 381 (1994); *O’Connor v. Colvin*, 70 F.3d 530, 532 (9th Cir. 1995).

4. Pursuant to the Settlement Agreement, the Parties to this Stipulation shall bear their own attorneys’ fees and costs as against each other.

5. This Stipulation shall have no effect on Plaintiffs’ claims against any other party to this action that is not a party to this Settlement, including but not limited to any claims for recovery of attorneys’ fees and costs.

[ALL SIGNATURES ON FOLLOWING PAGE]

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Dated: August 7, 2017

STEPHEN P. BERZON  
EILEEN B. GOLDSMITH  
PEDER J. V. THOREEN  
MEREDITH A. JOHNSON  
REBECCA C. LEE  
Altshuler Berzon LLP

ROBERT J. BEZEMEK  
DAVID CONWAY  
Law Offices of Robert J. Bezemek

By: s/ Eileen B. Goldsmith  
Eileen B. Goldsmith

*Attorneys for Plaintiffs*

Dated: August 7, 2017

KENNETH E. KELLER  
Pillsbury Winthrop Shaw Pittman LLP

THOMAS H. SLOAN, JR.  
TRACY M. CLEMENTS  
ETHAN I. JACOBS  
Keller Sloan Roman LLP

LAURENCE W. KESSENICK  
SCOTT C. KESSENICK  
Kessenick, Gamma & Free LLP

By: s/ Kenneth E. Keller  
Kenneth E. Keller

*Attorneys for Defendant ACCJC*

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**ATTESTATION**

I hereby certify that the content of this document is acceptable to all signatories and that I have obtained their authorization to affix their respective electronic signatures to this document.

By: s/ Eileen B. Goldsmith  
Eileen B. Goldsmith

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**ORDER**

This judgment of dismissal of Plaintiffs’ claims against Defendant Accrediting Commission for Community & Junior Colleges (“ACCJC”) is entered pursuant to the terms of the Settlement Agreement, which is incorporated herein as though fully set forth, and attached as Exhibit 1 to this Order. The Court orders the parties to the Settlement Agreement to perform all of their obligations thereunder. The Court retains exclusive and continuing jurisdiction over this case, the Plaintiffs, and Defendant ACCJC for purposes of enforcing the Settlement Agreement in accordance with its terms. *See Kokkonen v. Guardian Life Ins. Co. of America*, 511 U.S. 375, 381 (1994); *O’Connor v. Colvin*, 70 F.3d 530, 532 (9th Cir. 1995).

Plaintiffs’ claims against Defendant ACCJC in this action are hereby dismissed with prejudice. Pursuant to the Settlement Agreement, Plaintiffs and ACCJC shall bear their own attorneys’ fees and costs in this action as against each other.

This judgment of dismissal shall have no effect on Plaintiffs’ claims against any other Defendant in this action, including but not limited to any claim for recovery of attorneys’ fees and costs.

IT IS SO ORDERED.

Dated: August 8, 2017

  
Hon. Haywood S. Gilliam, Jr.  
U.S. District Judge