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14 UNITED STATES DISTRICT COURT
 15 NORTHERN DISTRICT OF CALIFORNIA

16 STEPHEN J. WILLIAMS,
 17 Plaintiff,

18 vs.

19 PATRICIA VIDMAR, Principal of
 20 Stevens Creek School, WILLIAM
 21 BRAGG, Superintendent of Cupertino
 22 Union School District, PEARL CHENG,
 23 BEN LIAO, JOSEPHINE LUCEY,
 24 GARY MCCUE, GEORGE TYSON,
 25 Board members of Cupertino Union
 26 School District, in their official
 27 capacities only,
 28 Defendants.

No. 5:04-CV-4946 JW PVT

**PLAINTIFF STEPHEN WILLIAMS AND
 DEFENDANT PATRICIA VIDMAR'S NOTICE
 OF SETTLEMENT AGREEMENT AND
 DISMISSAL WITH PREJUDICE**

29 Come now the Plaintiff Stephen Williams and Defendant Patricia Vidmar, and notify
 30 this Court of the Settlement Agreement set forth below and dismissal of this case, with
 31 prejudice.

1 THIS SETTLEMENT AGREEMENT, GENERAL RELEASE, COVENANT NOT TO
2 SUE and NOTICE OF DISMISSAL (hereinafter referred to as "Agreement"), is entered into
3 by and between Stephen J. Williams (hereinafter referred to as "Williams" or "Plaintiff") and
4 Patricia Vidmar (hereinafter referred to as "Vidmar" or "Defendant").

5 WHEREAS, Plaintiff's above-styled case against Defendants seeking a declaratory
6 judgment, injunction, and attorneys fees for claims arising out of Plaintiff's employment with
7 Cupertino Union School District (hereinafter referred to as "District") is currently pending;
8 and

9 WHEREAS, the parties to this Agreement desire to settle fully and completely
10 resolve all claims and defenses against each other arising out of Williams's employment
11 with the District without admission of liability, in order to avoid the expense and
12 inconvenience of further litigation.

13 NOW THEREFORE, in consideration of the agreements contained herein and for
14 other good and valuable consideration, the sufficiency of which is hereby acknowledged,
15 the parties agree as follows:

16 1. Williams and Vidmar do hereby irrevocably and unconditionally release and
17 discharge forever each other from all manner of actions or causes of actions, suit,
18 proceedings (whether civil, administrative or otherwise), debts, sums of money, damages,
19 liabilities or claims of any kind, which they had, or now have, arising out of Williams's
20 employment with the Cupertino Union School District. However, nothing in this paragraph
21 shall be construed to waive any party's right to enforce any provision of this Agreement.

22 2. In consideration of the above mentioned agreements, Williams hereby
23 withdraws his complaint in this case against all Defendants, with prejudice.

24 3. The above-mentioned agreements and actions are hereby accepted by each
25 party to this agreement in full compromise, settlement, and in accord and satisfaction of the
26 aforesaid liabilities, actions, claims, demands, and suits released under this Agreement.

27 The parties hereby expressly acknowledge that the consideration recited herein is good,
28

1 valuable and sufficient consideration for the agreements made herein.

2 4. This Decree constitutes the entire agreement between Plaintiff and Vidmar
3 with respect to the subject matter hereof.

4 5. The parties shall be responsible for the payment of their own attorney's fees
5 and legal expenses incurred in connection with this litigation.

6 6. If any action is commenced to enforce this Decree, the prevailing party shall
7 recover its reasonable attorney's fees and costs.

8 7. This Agreement is a compromise of disputed claims and shall never at any
9 time for any purpose be considered as an admission of liability or wrongdoing by either
10 Vidmar or Williams.

11 8. All parties represent that they are competent to enter into this Agreement and
12 have the full right, power, and authority to enter into and perform the obligations hereunder.
13 All parties agree and acknowledge that they have read this Agreement, have consulted
14 with their attorney prior to executing it, fully understand and appreciate the legal
15 significance of this Agreement, and enter into it knowingly and voluntarily.

16 9. All parties agree that they will not say or do anything that would defame or
17 disparage the reputation of the other. When asked about this lawsuit, the parties and their
18 representatives will state that "the matter has been resolved to the satisfaction of all
19 parties," or something similar thereto.

20 10. This Agreement will be governed by, and interpreted in accordance with, the
21 laws of the State of California.

22 11. This Agreement may not be modified in any manner except in writing signed
23 by each of the parties hereto.

24 12. This Agreement shall be binding and inure to the benefit of the parties hereto,
25 their successors and assigns, their personal representatives, any trustees and
26 conservators that might in the future be appointed for or on behalf of the parties hereto,
27 and all of their officers, directors, agents, employees or legal representatives.

28

1 13. If any portion of this Agreement is held invalid, the remainder of the
2 Agreement shall be enforced in harmony with the purpose of the Agreement and the intent
3 of the parties at the time of its making.

4 14. The parties declare and represent that no promise, inducement, or
5 agreement not expressed in this Agreement has been made or offered and that this
6 Agreement is not executed in reliance upon any statement or representation made except
7 as specifically set out herein. It is understood and agreed that this instrument contains the
8 entire agreement between the parties, and that the terms and provisions of this Agreement
9 are contractual and not mere recitals.

10 IN WITNESS WHEREOF, the parties have signed below.

11 
12 _____
13 STEPHEN J. WILLIAMS



PATRICIA VIDMAR

14 Dated: 8/5/05
15 _____

Dated: 8/9/05

16 DATED:

NEEDHAM, DAVIS, KIRWAN & YOUNG

19 By _____
20 Mark E. Davis
21 Attorneys for Defendant
22 Patricia Vidmar,

23 DATED:

ALLIANCE DEFENSE FUND

25 By _____
26 KEVIN H. THERIOT
27 Attorneys for Plaintiff
28 Stephen Williams

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DATED: 8-10-05

NEEDHAM, DAVIS, KIRWAN & YOUNG

By Mark Davis
Mark E. Davis
Attorneys for Defendant
Patricia Vidmar,

DATED: 8/8/05

ALLIANCE DEFENSE FUND

By Kevin H. Theriot
KEVIN H. THERIOT
Attorneys for Plaintiff
Stephen Williams