

**UNITED STATES DISTRICT COURT
FOR THE
EASTERN DISTRICT OF NEW YORK**

A.Q., a minor, by and through his next friend,)	
A.Q.,)	
)	
Plaintiff,)	
)	
v.)	Case No. CV 09-436 (TCP) (ARL)
)	
BOARD OF EDUCATION OF LINDENHURST)	
UNION FREE SCHOOL DISTRICT; NEIL)	
LEDERER, individually and in his official)	
capacity as Superintendent of Lindenhurst Union)	
Free School District; and DANIEL GIORDANO,)	
individually and in his official capacity as)	
Principal of Lindenhurst High School,)	
)	
Defendants.)	
)	

PLAINTIFF'S NOTICE OF VOLUNTARY DISMISSAL

COMES NOW the Plaintiff A.Q., by and through his next friend A.Q.¹ and counsel, and pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i), files this voluntary dismissal, stating as follows:

1. On February 03, 2009, Plaintiff filed a Complaint in this case challenging Defendants' alleged denial of equal access to Plaintiff's Bible Club at Lindenhurst High School ("LHS"), located in Lindenhurst, New York.

¹In accordance with Administrative Order 2004-09 and the attachments thereto, A.Q. is identified by his initials, rather than his full name, in order to maintain the privacy of his identity. For this reason also, A.Q.'s parent's name is indicated only by her initials.

2. In his Complaint, Plaintiff alleged that Defendants, pursuant to their policies and practices, denied a Bible Club both official recognition as a student club of LHS and all the attendant rights, benefits, and privileges afforded to other officially recognized student clubs.

3. Plaintiff alleged that this denial of official recognition as a student club was based on the religious nature of the Bible Club.

4. Defendants have officially recognized the Bible Club as a student club of LHS along with the accompanying benefits and privileges and have also agreed to continue this equal treatment of the Club in the future.

5. In addition, Defendants have adopted a Board Resolution to comply with the Equal Access Act, 20 U.S.C. § 4071, *et seq.*

6. Defendants have paid nominal damages of \$1.00 to Plaintiff.

7. Defendants have also agreed to pay fees to Plaintiff's attorneys in the amount of \$2,500.00.

Based on the above mentioned actions of the Defendants, Plaintiff hereby voluntarily dismisses this action, with prejudice.

Respectfully submitted this 27th day of August, 2009.

/s/David A. Cortman

DAVID A. CORTMAN*

Lead Counsel

GA Bar No. 188810

ALLIANCE DEFENSE FUND

1000 Hurricane Shoals Road, NE

Building D, Suite 600

Lawrenceville, GA 30043

Telephone: (770) 339-0774

Facsimile: (770) 339-6744

dcortman@telladf.org

CHARLES E. HOLSTER, III

Local Counsel

CH-0790

100 E. Old Country Road

Mineola, New York 11501

Telephone: (516) 747-2330

Facsimile: (516) 877-0476

ceh3rd@optonline.net

BENJAMIN W. BULL*

AZ Bar No. 009940

ALLIANCE DEFENSE FUND

15100 N. 90th St.

Scottsdale, AZ 85260

Telephone: (480) 444-0020

Facsimile: (480) 444-0028

*Admitted *pro hac vice*

Attorneys for Plaintiff A.Q.

CERTIFICATE OF SERVICE

I hereby certify that on the 27th day of August, 2009, the foregoing document was filed with the Clerk of the Court and served in accordance with the Federal Rules of Civil Procedure, and/or the Eastern District's Local rules, and/or the Eastern District's Rules on Electronic Service upon the following participants:

Steven C. Stern

SOKOLOFF STERN LLP

355 Post Avenue, Suite 201

Westbury, New York, 11590

513-334-4500

Attorney for Defendants