

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

A.P., a minor by and through his next friend,)	
D.B.,)	CASE NO. 08-cv-176-slc
)	
Plaintiff,)	Magistrate Judge Crocker
)	
v.)	
)	
TOMAH AREA SCHOOL DISTRICT;)	
ROBERT FASBENDER, in his official)	
capacity as District Administrator of the)	
Tomah Area School District; CALE)	
JACKSON, in his official capacity as Assistant)	
Principal of Tomah High School; and JULIE)	
MILLIN and MARGI GENRICH, in their)	
official capacities as Tomah High School)	
faculty members,)	
)	
Defendants.)	

STIPULATED DISMISSAL

NOW COME the Parties, through their respective counsel, and hereby file this Stipulated Dismissal, stating as follows:

1. Plaintiff filed a Verified Complaint and Motion for Preliminary Injunction in this action challenging, both facially and as-applied, Defendants’ Policies prohibiting student religious expression in response to class assignments.

2. After briefing and submission of evidence, but prior to the scheduled hearing on Plaintiff’s Motion for Preliminary Injunction, counsel for Defendants contacted Plaintiff’s counsel about possible settlement of the case.

3. Counsel for the Parties contacted the Court and requested that the scheduled hearing on Plaintiff’s Motion for Preliminary Injunction be postponed while the parties pursued the possibility of settlement. The Court granted this request and postponed the hearing.

4. The Parties have now conferred and reached a permanent settlement that will dispose of the entire case, and which includes the following terms:

- a. Defendants have revised the challenged Policies by removing the prohibition against student religious expression in response to class assignments. Defendants have fully implemented the revised Policies and agree to permit student religious expression in response to class assignments when the response meets stated assignment guidelines.
- b. Defendants have graded Plaintiff's landscape drawing assignment containing the cross and John 3:16 scripture reference, which was previously assigned a "zero" grade.
- c. Defendants have removed any and all references to, or indications of, Plaintiff's two disciplinary detentions from Plaintiff's school records.
- d. Defendants agree to pay Plaintiff's attorneys' fees.
- e. The Parties will bear their own costs incurred in this matter.

5. Based on this Agreement and pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), the Parties hereby agree to dismiss this action with prejudice.

STIPULATED AND AGREED TO THIS 20th DAY OF MAY, 2008 BY:

s/ Lori M. Lubinsky (w/ auth)

LORI M. LUBINSKY
AXLEY BRYNELSON, LLP
P.O. Box 1767
Madison, WI 53701-176
Telephone: (608) 257-5661
Facsimile: (608) 257-5444
llubinsky@axley.com

Attorney for Defendants

s/ David A. Cortman

DAVID A. CORTMAN
Lead Counsel
Georgia Bar No. 188810
JOSHUA B. BOLINGER*
Ohio Bar No. 0079594
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
jbolinger@telladf.org

BENJAMIN W. BULL*
Arizona Bar No.009940
JEREMY D. TEDESCO*
Arizona Bar No. 0234847
ALLIANCE DEFENSE FUND
15100 N. 90th Street
Scottsdale, AZ 85260
Telephone: (480) 388-8051
Facsimile: (480) 444-0028
jtedesco@telladf.org

*Admitted *pro hac vice*

Attorneys for Plaintiff A.P.

CERTIFICATE OF SERVICE

I hereby certify that on May 20, 2008, I electronically filed the foregoing Stipulated Dismissal and Settlement Agreement with the Clerk of Court using the CM/ECF system which will send email notification of such filing to all counsel of record.

s/ David A. Cortman
David A. Cortman
ALLIANCE DEFENSE FUND

Attorney for Plaintiff