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26 Attorneys for Defendants Balbir Dhillon, Maria Fuentes,
27 Autumn Gutierrez, Richard Hobbs, Ronald J. Lind,
28 Randy Okamura, Richard K. Tanaka, Rosa G. Perez,
Anita L. Morris, Michael L. Burke, and Leandra Martin

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

JUNE SHELDON,

Plaintiff,

v.

The Trustees of the San
Jose/Evergreen Community College
District, **BALBIR DHILLON**, et
al.,

Defendants.

Case No. C 08 - 3438 – RMW

**STIPULATION FOR DIMISSAL
WITH PREJUDICE**

1 The parties, by and through their respective counsel, and pursuant to Fed. R. Civ. P.
2 41(a)(1)(A)(ii) and the Notice of Settlement (Dkt. #56), stipulate to the dismissal with prejudice
3 of all of Plaintiff June Sheldon's claims against the Defendants in this action pursuant to a
4 negotiated settlement. Each party will bear its own costs and attorneys' fees.

5 Respectfully submitted this 21st day of July, 2010,
6

7 For the Plaintiff:

For the Defendants:

8 /s/David J. Hacker
9 DAVID J. HACKER
10 California Bar No. 249272
11 Illinois Bar No. 6283022
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/s/Katherine A. Alberts
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albertsk@stubbsleone.com

18 I hereby attest that I have conferred with Defendants' counsel, Ms. Alberts, and I have
19 her permission to place her ECF signature on this document.

/s/David J. Hacker
David J. Hacker
Attorney for Plaintiff

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

11 **JUNE SHELDON,**

12 Plaintiff,

13 v.

14 **BALBIR DHILLON, et al.**

15 Defendants.
16

Case No. 5:08-cv-03438-RMW

**RELEASE AND SETTLEMENT
AGREEMENT**

17 This Release and Settlement Agreement (“Agreement”) is entered into as of the ___ day
18 of March, 2010, by and among the San Jose/Evergreen Community College District, its Board of
19 Trustees, officers, employees and agents (collectively “DISTRICT”), on the one hand, and June
20 Sheldon (“PLAINTIFF”), on the other hand. Each of the Parties may be referred to individually
21 as “PARTY” or the DISTRICT or PLAINTIFF or are sometimes collectively referred to as the
22 “PARTIES.”

23 **RECITALS**

24 1. On July 16, 2008, PLAINTIFF filed her Verified Complaint in the U.S. District
25 Court for the Northern District of California bearing Case No. 5:08-cv-023438-RMW (“Action”)
26 seeking injunctive, declaratory, and monetary relief for the violation of her constitutional rights.

27 2. The DISTRICT defendants filed a motion to dismiss on October 2, 2008.

1
2 3. On November 25, 2009, the Court granted in part and denied in part the
3 DISTRICT's motion, dismissing PLAINTIFF's third and fourth causes of action.

4 4. The DISTRICT defendants filed their Answer to the Verified Complaint on
5 January 8, 2010, and deny PLAINTIFF's allegations and that they have any liability in this
6 Action.

7 5. The PARTIES mediated this Action with the assistance of Jay Folberg, Esq. on
8 February 3, 2010, and wish to settle their differences and to resolve all issues and disputes
9 embodied in and regarding the Action as well as all conflicts and disputes as between the
10 PARTIES.

11 6. It is understood that this settlement and the execution of this Agreement by the
12 DISTRICT is not an admission of any liability whatsoever for any wrongdoing with respect to
13 PLAINTIFF or any DISTRICT policy or procedure by the DISTRICT and/or its employees,
14 agents, representatives, and board members, but is in compromise of a disputed claim.

15 **AGREEMENT**

16 NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants
17 and agreements and the terms and conditions set forth herein and other valuable consideration,
18 the PLAINTIFF and the DISTRICT agree as follows:

19 1. Consideration.

20 A. The DISTRICT shall pay to PLAINTIFF, in care of her attorneys Alliance
21 Defense Fund and Pacific Justice Institute, the total sum of \$100,000 in full
22 settlement and compromise of this Action and in release and discharge of any and
23 all claims and causes of action made in this Action, and in release and discharge
24 of any and all claims and causes of action arising out of the events or incidents
25 referred to in the pleadings in this Action, PLAINTIFF's employment or release
26 from employment by the DISTRICT.

27 B. PLAINTIFF shall never seek employment with the DISTRICT in the future and

1 waives any and all reemployment rights she may hold with the DISTRICT.

2 C. The DISTRICT shall expunge any and all reference to the incidents pertaining to
3 the Verified Complaint in this case from PLAINTIFF's personnel file and shall
4 provide written confirmation of expungement within thirty days of execution of
5 this Agreement and shall provide a copy of PLAINTIFF's expunged personnel
6 file.

7 D. The PARTIES agree to execute and submit a Stipulation for Dismissal, attached
8 hereto as Exhibit A, to the Court for approval.

9 E. The DISTRICT shall pay the amount listed in subparagraph "A" within thirty
10 days of receiving this Agreement executed by PLAINTIFF.

11 F. Within ten days after receipt of payment, PLAINTIFF shall file the Stipulation for
12 Dismissal.

13 G. In exchange for the consideration set forth herein, the PARTIES agree to execute
14 the release set forth below.

15 2. Release. Except for the executory obligations hereunder, PLAINTIFF and the
16 DISTRICT, on behalf of themselves and their predecessors, assigns, successors, agents, servants,
17 heirs, affiliates, business entities, employees, elected officials, Board of Trustees, directors,
18 officers, superintendents, and all other persons or entities forever discharge each other from any
19 and all claims, including but not limited to any claims for malicious prosecution and/or abuse of
20 process, losses, damages, causes of action, and/or liabilities, known or unknown, asserted or
21 unasserted, liquidated or unliquidated, in any manner, occurring up until the Effective Date of
22 this Agreement and which relate to or arise from: (1) the allegations of the Action; (2) matters
23 that could have been alleged in the Action; and/or (3) any and all disputes between the
24 PLAINTIFF and the DEFENDANTS and the DISTRICT.

25 3. Waiver of Civil Code Section 1542. The PARTIES specifically waive any right
26 that they have under section 1542 of the California Civil Code as to unknown or unsuspected
27 claims, and acknowledge that they have read and understood the following statutory language of

1 section 1542 of the California Civil Code:

2 **“A general release does not extend to claims which the creditor does not know or**
3 **suspect to exist in his or her favor at the time of executing the release, which if**
4 **known by him or her must have materially affected his or her settlement with the**
5 **debtor.”**

6 The PARTIES understand and acknowledge the significance and consequences of such specific
7 waiver of section 1542 of California Civil Code and hereby assume full responsibility for their
8 own injuries, damages, losses, or liability that may hereafter occur.

9 4. Obligations Under Agreement Survive Releases. Notwithstanding any other
10 provision in the Agreement to the contrary, the obligations arising under this Agreement are not
11 affected by and shall survive the releases granted in this Agreement.

12 5. No Admission of Liability. The PARTIES acknowledge that the purpose of this
13 Agreement is to avoid the expense and delay of protracted litigation and the expenses associated
14 therewith. This Agreement is the result of a compromise of disputed claims. Throughout this
15 Action, the DISTRICT has denied any liability and/or fault. In executing the document, no
16 PARTY to this Agreement shall be deemed to have admitted any fault or liability in connection
17 with any matter or thing.

18 6. Enforcement of this Agreement: Enforcement of this Agreement will be
19 governed by the terms and conditions set forth herein. The PARTIES agree that for the purposes
20 of enforcement in court or as an affirmative defense, this Agreement may be disclosed and
21 admitted into evidence.

22 7. Representation by Counsel. The PARTIES respectively acknowledge that they
23 have been represented by counsel of their choice throughout the negotiations that preceded the
24 execution of this Agreement and that they have read this Agreement, have had the opportunity to
25 review this Agreement with counsel, and are fully aware of and understand all of its terms and
26 the legal consequences thereof. The PARTIES further respectively acknowledge that they have,
27 through their respective counsel, mutually participated in the preparation of this Agreement and

1 that no provision herein shall be construed against any PARTY by virtue of the activities of that
2 PARTY or its attorneys.

3 8. Authority to Execute Agreement. Each person executing this Agreement in a
4 representative capacity represents and warrants that he or she is empowered and fully authorized
5 to do so.

6 9. Governing Law. This Agreement is executed and delivered within the State of
7 California, and the rights and obligations of the PARTIES shall be construed, enforced, and
8 governed by the laws of the State of California.

9 10. Attorneys' Fees and Costs. PLAINTIFF's claims for attorneys' fees and costs
10 have been fully satisfied by the terms of this Agreement. Otherwise, each PARTY shall bear its
11 own costs and attorneys' fees.

12 11. Other Documents. The PARTIES agree to execute such other documents and to
13 take such other and further action as may be necessary to finalize and perform this Agreement,
14 with the PARTIES to bear their own costs and attorneys' fees.

15 12. Successors in Interest. This Agreement is binding upon, and inures to the benefit
16 of the PARTIES, their successors, agents, servants, employees, officers, attorneys, and assigns.

17 13. No Oral Modifications. In no event will any waiver, release, alteration or
18 modification of any of the terms of this Agreement be valid unless it is in writing and signed by
19 all PARTIES (specifically, on the DISTRICT's behalf, by the Board of Trustees). This
20 Agreement cannot be modified or terminated orally.

21 14. Severability. If any term or provision of this Agreement shall be held invalid or
22 unenforceable by a court of competent jurisdiction, the validity of the remaining terms shall not
23 be affected.

24 15. Counterparts and Facsimile Signatures. This Agreement may be signed in one or
25 more counterparts, each copy having the same force and effect as an original, and shall be
26 effective upon its execution by the PARTIES. This Agreement may be executed by facsimile
27 signatures, and any such signature should have the same force and effect as an original signature.

1 16. Captions and Interpretation. Section titles or captions contained herein are
2 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or
3 describe the scope of this Agreement or any provision hereof. This Agreement is mutually
4 drafted, and no provision in this Agreement is to be interpreted for or against either PARTY
5 because that PARTY or its legal representative drafted such provision.

6 17. Number and Gender. Whenever required by the context hereof, the singular shall
7 be deemed to include the plural and the plural shall be deemed to include the singular, and the
8 masculine, feminine, and neutral genders shall each be deemed to include the other.

9 18. Entire Agreement. This Agreement constitutes the entire agreement between the
10 PARTIES pertaining to the subject matter hereof and fully supersedes any and all prior
11 understandings, representations, warranties, and agreements between the PARTIES pertaining to
12 the subject matter hereof. The consideration recited herein is the sole, complete, and entire
13 consideration for the releases, and there is no agreement, oral or written, express or implied,
14 whereby the undersigned are to receive at any time or in any event or upon the happening of any
15 contingency or upon the development or the discovery of any fact, circumstance, or condition,
16 any further consideration of any kind whatsoever from any PARTY.

17 19. Voluntary Agreement. Each PARTY further represents and declares that it has
18 carefully read this Agreement and knows its contents and that each PARTY signs the same freely
19 and voluntarily.

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27 [Agreement continues on next page.]

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Dated: March 27, 2010

JUNE SHELDON

June Sheldon

Dated: March _____, 2010

THE TRUSTEES OF THE SAN
JOSE/EVERGREEN COMMUNITY COLLEGE
DISTRICT, sued in their official and individual
capacities

By _____
On behalf of the Trustees

Dated: March _____, 2010

ROSA PEREZ, sued in her official and individual
capacities

Dated: March _____, 2010

ANITA L. MORRIS, sued in her official and
individual capacities

Dated: March _____, 2010

MICHAEL L. BURKE, sued in his official and
individual capacities

Dated: March _____, 2010

LEANDRA MARTIN, sued in her official and
individual capacities

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[Signatures continue on next page.]

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Dated: March ____, 2010

JUNE SHELDON

Dated: March ____, 2010

THE TRUSTEES OF THE SAN
JOSE/EVERGREEN COMMUNITY COLLEGE
DISTRICT, sued in their official and individual
capacities

By _____
On behalf of the Trustees

Dated: March ____, 2010

ROSA PEREZ, sued in her official and individual
capacities

Dated: *June 18*
~~March~~ ____, 2010

ANITA L. MORRIS, sued in her official and
individual capacities *by Katherine A. Alberts*
as attorney
Katherine A. Alberts

Dated: *MAY*
~~March~~ *5*, 2010

MICHAEL L. BURKE, sued in his official and
individual capacities

Michael L. Burke

Dated: March ____, 2010

LEANDRA MARTIN, sued in her official and
individual capacities

[Signatures continue on next page.]

1 Dated: March ____, 2010

JUNE SHELDON

4 Dated: March ____, 2010

THE TRUSTEES OF THE SAN
JOSE/EVERGREEN COMMUNITY COLLEGE
DISTRICT, sued in their official and individual
capacities

By Ballir Sif Miller
On behalf of the Trustees

9 Dated: March ____, 2010

ROSA PEREZ, sued in her official and individual
capacities

Rosa Perez

~~12 Dated: March ____, 2010~~

~~ANITA L. MORRIS, sued in her official and
individual capacities~~

~~_____~~

~~16 Dated: March ____, 2010~~

~~MICHAEL L. BURKE, sued in his official and
individual capacities~~

~~_____~~

19 Dated: March ____, 2010

LEANDRA MARTIN, sued in her official and
individual capacities

Leandra Martin

[Signatures continue on next page.]

KAA
See previous page
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1 APPROVED AS TO FORM:

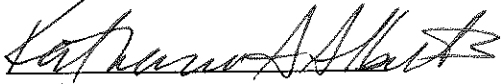
2

3 ALLIANCE DEFENSE FUND

4 

5 David J. Hacker
6 *Attorneys for Plaintiff*

7 STUBBS & LEONE

8 

9 Louis A. Leone
10 Katherine A. Alberts
Attorneys for Defendants

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