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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
DEFENDANTS WILLIAM BRAGG, PEARL
CHENG, BEN LIAO, JOSEPHINE LUCEY &
GARY MCCUE AND GEORGE TYSON'S
NOTICE OF SETTLEMENT AGREEMENT
AND DISMISSAL WITH PREJUDICE**

26 Come now the Plaintiff Stephen Williams and Defendants William Bragg, Pearl
27 Cheng, Ben Liao, Josephine Lucey, Gary McCue and George Tyson, and notify this Court

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1 of the Settlement Agreement set forth below and dismissal of this case, with prejudice.

2 THIS SETTLEMENT AGREEMENT, GENERAL RELEASE, COVENANT NOT TO
3 SUE and NOTICE OF DISMISSAL (hereinafter referred to as "Agreement"), is entered into
4 by and between Stephen J. Williams (hereinafter referred to as "Williams" or "Plaintiff") and
5 William Bragg, Pearl Cheng, Ben Liao, Josephine Lucey, Gary McCue and George Tyson
6 (hereinafter referred to as "Defendants") in their official capacities as employees of Board
7 members of Cupertino Union School District (hereinafter referred to as "District").

8 WHEREAS, Plaintiff's above-styled case against Defendants seeking a declaratory
9 judgment, injunction, and attorneys fees for claims arising out of Plaintiff's employment with
10 Defendants is currently pending; and

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

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

18 1. The parties agree that existing District policy allows teachers, no matter what
19 their religious beliefs, to use appropriate educational material (including supplemental
20 handouts of historical significance) during instructional time that has religious content – so
21 long as it is objective, age appropriate, and in compliance with the curriculum as prescribed
22 by the District, and not being used to influence a student's religious beliefs (or lack
23 thereof).

24 2. The parties agree that the District policy allows teachers, no matter what their
25 religious beliefs, to teach students during instructional time about matters involving religion
26 – so long as the speech is objective, age appropriate, and in compliance with the
27 curriculum prescribed by the District and not an attempt to influence a student's religious
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1 beliefs (or lack thereof).

2 3. The parties agree that the District, acting through the Superintendent,
3 Superintendent's designee, school board and/or site administrator, has the final say in
4 determining whether instruction or educational materials is appropriate and in compliance
5 with the curriculum.

6 4. In consideration of the above mentioned agreements, Williams hereby
7 withdraws his complaint in this case against all Defendants, with prejudice.

8 5. The above-mentioned agreements and actions are hereby accepted by each
9 party to this Agreement in full compromise, settlement, and in accord and satisfaction of
10 the aforesaid liabilities, actions, claims, demands, and suits released under this
11 Agreement. The parties hereby expressly acknowledge that the consideration recited
12 herein is good, valuable and sufficient consideration for the agreements made herein.

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

20 7. It is agreed and understood that this release by the parties releases all
21 District employees, agents, officers and directors.

22 8. This Decree constitutes the entire agreement between Plaintiff and these
23 Defendants with respect to the subject matter hereof.

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

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

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1 11. This Agreement is a compromise of disputed claims and shall never at any
2 time for any purpose be considered as an admission of liability or wrongdoing by either the
3 District, Defendants or Williams.

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

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

13 14. This Agreement will be governed by, and interpreted in accordance with, the
14 laws of the State of California.

15 15. This Agreement may not be modified in any manner except in writing signed
16 by each of the parties hereto.

17 16. This Agreement shall be binding and inure to the benefit of the parties hereto,
18 their successors and assigns, their personal representatives, any trustees and
19 conservators that might in the future be appointed for or on behalf of the parties hereto,
20 and all of their officers, directors, agents, employees or legal representatives.

21 17. If any portion of this Agreement is held invalid, the remainder of the
22 Agreement shall be enforced in harmony with the purpose of the Agreement and the intent
23 of the parties at the time of its making.

24 18. The parties declare and represent that no promise, inducement, or
25 agreement not expressed in this Agreement has been made or offered and that this
26 Agreement is not executed in reliance upon any statement or representation made except
27 as specifically set out herein. It is understood and agreed that this instrument contains the
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1 entire agreement between the parties, and that the terms and provisions of this Agreement
2 are contractual and not mere recitals.

3 IN WITNESS WHEREOF, the parties have signed below.

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5 _____
STEPHEN J. WILLIAMS

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7 Dated: 8/5/05



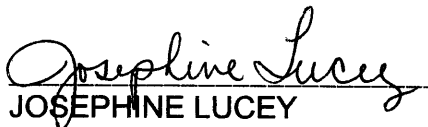
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10 Dated: 8/9/05



11 Dated: 8/9/05



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14 BEN LIAO
15 Dated: 8/9/05

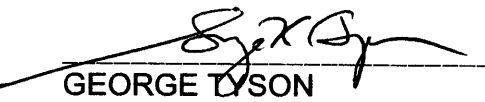


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18 JOSEPHINE LUCEY
19 Dated: 8/9/05



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22 GARY ~~McGEE~~ MCCUE

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26 GEORGE TYSON

27 Dated: 8/9/05

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DATED: 8-10-05

NEEDHAM, DAVIS, KIRWAN & YOUNG

By Mark E. Davis
Mark E. Davis
Attorneys for Defendants
William Bragg, Pearl Cheng, Ben Liao,
Josephine Lucey, Gary McCue &
George Tyson

DATED: 8/8/05

ALLIANCE DEFENSE FUND

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