1 IN THE UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA 2 SAN FRANCISCO DIVISION 3 N.Y., through his guardians David 4 Case No.: 3:17-CV-03906-MMC and Leilanie Yu. 5 Plaintiff. [PROPOSED] AGREED ORDER OF 6 DISMISSAL VS. 7 SAN RAMON VALLEY UNIFIED 8 SCHOOL DISTRICT; RICK SCHMITT 9 his personal and official capacities as Superintendent of the San 10 Ramon Valley Unified School 11 District; DR. JASON REIMANN, in his personal and official capacities as 12 Director of Education Services of the San Ramon Valley Unified 13 School District; **RUTH STEELE**, in her personal and official capacities as 14 Principal of San Ramon Valley High 15 School; JASON KROLIKOWSKI, in his personal and official capacities as 16 Principal of San Ramon Valley High School; **JAMIE KEITH** in her personal 17 and official capacities as Assistant Principal of San Ramon Valley High 18 School; **DEARBORN RAMOS** in her 19 personal and official capacities as Assistant Principal of San Ramon 20 Valley High School; **BERNIE PHELAN** in his personal and official 21 capacities as Assistant Principal of 22 San Ramon Valley High School; JANET WILLFORD, in her personal 23 and official capacities as Leadership Teacher of San Ramon 24 Valley High School; and **KERRI CHRISTMAN GILBERT** in her personal 25 and official capacities as Resident Substitute 26 Teacher of San Ramon Valley High School, 27 Defendants.

PROPOSED AGREED ORDER OF DISMISSAL

- 1. Pursuant to the Parties' February 20, 2020 settlement agreement and Joint Motion for Stipulated Dismissal, all causes of action against Defendants San Ramon Valley Unified School District, Rick Schmitt, Jason Reimann, Ruth Steele, Jason Krolikowski, Jamie Keith, Dearborn Ramos, and Bernie Phelan set forth in the Fifth Amended Complaint are hereby dismissed with prejudice.
- 2. This Court shall retain jurisdiction for purposes of enforcement of the settlement agreement. declines to retain jurisdiction over the settlement agreement, given the numerous separate obligations set forth in the five numbered paragraphs constituting the "Non-Monetary Terms" section and the lack of a termination date for the vast majority of those obligations.

Dated: April 16, 2020

Maxine M. Chesney

UNITED STATES DISTRICT JUDGE