

Priority
Send
Clsd
Enter
JS-5/JS-6
JS-2/JS-3

1 MARK D. ROSENBAUM (SBN 59940)
(mrosenbaum@aclu-sc.org)
2 DAVID B. SAPP (SBN 264464)
(dsapp@aclu-sc.org)
3 ACLU FOUNDATION OF SOUTHERN
CALIFORNIA
4 1313 W. 8th Street
Los Angeles, CA 90017
5 Telephone: (213) 977-5220
Facsimile: (213) 417-2220

6 HERNAN VERA (SBN 175149)
(hver@publiccounsel.org)
7 LAURA FAER (SBN 223846)
(lfaer@publiccounsel.org)
8 BENJAMIN CONWAY (SBN 246410)
(bconway@publiccounsel.org)
9 PUBLIC COUNSEL
10 610 South Ardmore Avenue
Los Angeles, CA 90005
11 Telephone: (213) 385-2977
Facsimile: (213) 385-9089

12 (Additional counsel listed on next page)

13 Attorneys for Plaintiffs

14 UNITED STATES DISTRICT COURT
15 FOR THE CENTRAL DISTRICT OF CALIFORNIA

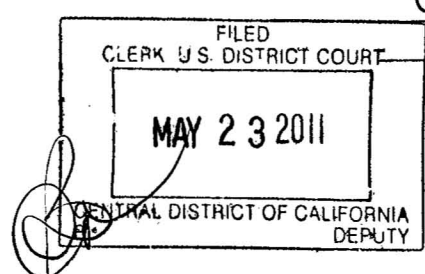
16 CASEY A.; CARL C.; and MIGUEL B.,
17 by and through L.L., on behalf of
18 themselves and all those similarly
situated,

19 Plaintiffs,

20 vs.

21 JON R. GUNDRY, in his official
capacity, Interim Superintendent, Los
22 Angeles County Office of Education;
WILLIAM ELKINS, in his official
23 capacity, Director, Los Angeles County
Office of Education Division of Juvenile
24 Court Schools; JESUS CORRAL, in his
official capacity, Principal, Los Angeles
25 County Office of Education Challenger
Center School; and LOS ANGELES
26 COUNTY PROBATION
DEPARTMENT,

27 Defendants.
28



PAULA D. PEARLMAN (SBN 109038)
(paula.pearlman@lls.edu)
SHAWNA L. PARKS (SBN 208301)
(shawna.parks@lls.edu)
SURISA RIVERS (CA SBN 250868)
(surisa.rivers@lls.edu)
DISABILITYRIGHTSLEGALCENTER
919 Albany Street
Los Angeles, CA 90015
Telephone: (213) 736-8366
Facsimile: (213) 487-2106

Case No. CV 10-00192 GHK (FMOx)

~~proposed~~ Order and Final
Judgment

Date: May 23, 2011
Time: 9:30
Court: 650, Roybal

1 DENNIS D. PARKER
(dparker@aclu.org)
2 (*Pro Hac Vice*)
LAURENCE M. SCHWARTZTOL
3 (lschwartztol@aclu.org)
(*Pro Hac Vice*)
4 AMERICAN CIVIL LIBERTIES UNION FOUNDATION
NATIONAL LEGAL DEPARTMENT
5 125 Broad Street, 18th Floor
New York, NY10004
6 Telephone: (212) 549-2500
Facsimile: (212) 549-2654
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

2 The Court has considered the Notice of Motion and Motion for Final Approval
3 of Class Action Settlement Agreement and Memorandum or Points and Authorities in
4 Support Thereof (" Motion") submitted by Plaintiffs Casey A., Carl C., and Miguel
5 B., by and through L.L., individually and on behalf of a class of similarly situated
6 individuals (collectively the "Plaintiff Class"), and Defendants Jon R. Gundry, in his
7 official capacity as Interim Superintendent, Los Angeles County Office of Education;
8 William Elkins in his official capacity as Director, Los Angeles County Office of
9 Education Division of Juvenile Court Schools; Jesus Corral, in his official capacity as
10 Principal, Los Angeles County Office of Education Challenger Center School; and
11 Los Angeles County Probation Department (collectively, "Defendants"):

12 1. The Court FINDS that the Settlement Agreement on file with this
13 Court at Docket #55 and filed under seal at Docket #59 ("Settlement Agreement"),
14 including the Detailed Plans (incorporated by reference to the Settlement Agreement
15 and on file with this Court at Docket #60, ^{Exhibits F & G} Attachment 5 & 6), which was
16 preliminarily approved by the Court on March 17, 2011 is fair, adequate, and
17 reasonable and GRANTS the Motion.

18 2. The Court FINDS that a payment of attorneys' fees and costs by
19 Defendants to Class Counsel for the Plaintiff Class in the amount of \$325,000.00 is
20 fair and reasonable and awards such fees and costs.

21 3. The Court FINDS that certification of the settlement class, defined
22 as "All youth who were detained at Challenger Memorial Youth Center at any point
23 between January 12, 2008 and November 8, 2010, pursuant to Federal Rule of Civil
24 Procedure 23, ⁽⁵⁾ including Rule 23(b)(2), is appropriate and certifies the class.

25 4. The Court has reviewed the fully executed copy of the Settlement
26 Agreement on file with the Court and FINDS that all parties to the Settlement
27 Agreement have executed it in their own name.

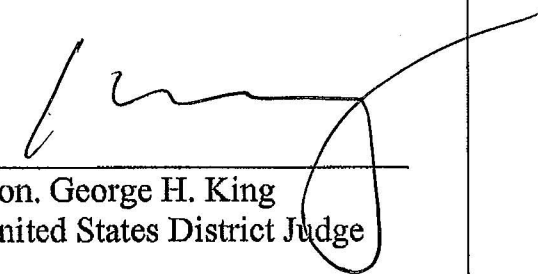
1 5. The Court INCORPORATES HEREIN the terms of the
2 Settlement Agreement and all documents incorporated by reference, including but not
3 limited to the Action Plan and Detailed Plans, and ORDERS that the terms of the
4 Settlement Agreement, except for the term "Class Representative" in paragraph 82,
5 which applies only to Class Members, be given full force and effect.

6 6. The Court further ORDERS that, in accordance with its terms, the
7 Settlement Agreement shall be effective as of November 8, 2010 and will continue as
8 specified in the Settlement Agreement for a minimum of four years after the date of
9 this Court's final approval Order, unless paragraph 78 of the Settlement Agreement is
10 satisfied.

11 7. The Court shall have CONTINUING JURISDICTION to enforce
12 the terms of the Settlement Agreement as specified therein.

13 **IT IS SO ORDERED.**

14
15 Dated: 5/23, 2011

16
17 
18 Hon. George H. King
19 United States District Judge
20
21
22
23
24
25
26
27
28