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Attorney for Plaintiffs

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

ALVETT FOBBS, AS GUARDIAN AD
 LITEM FOR STEVE S., et al.,

Plaintiffs,

v.

NEW HAVEN UNIFIED SCHOOL
 DISTRICT, et al.,

Defendants.

) NO. C10-1065 PJH (LB)
) [Related to Case No. C09-0687 PJH]
) [Related to Case No. C09-02723 PJH]

**[PROPOSED] ORDER APPROVING
 COMPROMISE OF CLAIM OF MINOR
 TONSA W.**

DATE: JUNE 20, 2011

The Court having read and considered the Plaintiffs' Ex Parte Application to approve the compromise of Plaintiffs' claims and payment of the settlement funds to Plaintiff TONSA W., and good cause appearing therefor, makes the following Orders:

IT IS HEREBY ORDERED THAT:

1. The compromise of Plaintiff TONSA W.'s Claim is approved. Defendant

1 NEW HAVEN UNIFIED SCHOOL DISTRICT, on behalf of itself and Defendants PAT
 2 JAUREQUI, DON MONTOYA, MARCUS LAM and GRACE KIM, shall pay to TIWANA
 3 SMITH as the Trustee for Plaintiff TONSA W., and her attorneys, Price And Associates, the sum of
 4 Thirty-Two Thousand Two Hundred Nineteen Dollars (\$32,219) forthwith, and in any event, no
 5 later than June 28, 2011. Upon payment of said amount, Defendants NEW HAVEN UNIFIED
 6 SCHOOL DISTRICT and shall be fully released and discharged from all claims of the Plaintiffs,
 7 including attorneys' fees and costs, arising from the facts set forth in the Ex Parte Application, and
 8 any claims against Defendants shall be dismissed with prejudice.

9 2. Each party shall bear its own attorneys fees and costs.

10 **IT IS FURTHER ORDERED THAT** the foregoing funds received pursuant to the
 11 settlement of this action shall be disbursed as follows:

12 1. Statutory and non-statutory costs are hereby awarded to Price And
 13 Associates, in an amount not to exceed \$3,000.00;

14 2. Attorneys' fees are hereby awarded to Price And Associates in the amount of
 15 \$12,887.60;

16 3. Reimbursement of out-of-pocket expenses paid for TONSA W.'s education,
 17 including moving expenses in the amount of \$3,000.00 to her Guardian ad Litem, Tiwana Smith;

18 4. The immediate disbursement of \$3,000.00 to TONSA W. to pay for her
 19 current educational expenses, including college tuition and fees, books, laptop and transportation to
 20 and from school;

21 5. The total amount of TONSA W.'s fees and expenses to be paid from the
 22 proceeds of the settlement are \$21,887.60;

23 6. The remaining sum of \$10,331.40 received from Defendants shall be placed
 24 and held in the trust account of Price And Associates pending the creation of a Minor's
 25 Compromise Blocked Trust Account as set forth herein.

26 7. Within thirty (30) days from the date of this Order, the remaining funds
 27 payable to TONSA W. shall be paid to and thereafter held in an insured account at Chase Bank,
 28 2751 W. Grantline Road, Tracy, California 95376, from which no withdrawals can be made without

1 a Court Order until she turns eighteen (18). TONSA W. shall have the right to withdraw the funds
2 from the account within (10) days after her birthdate in 2011.

3 8. Within ten (10) days from the date of the creation of the Minor's
4 Compromise Blocked Trust Account, this Court can transfer continuing jurisdiction over the trust to
5 the Superior Court of the County of Alameda under California Probate Code Section 3604.

6 **IT IS SO ORDERED.**

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9 Date: 6/28/11

