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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**
) **JESS L.**

) 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 JESS L., and good cause appearing therefor, makes the following Orders:

IT IS HEREBY ORDERED THAT:

1. The compromise of Plaintiff JESS L.'s Claim is approved. Defendant NEW

1 HAVEN UNIFIED SCHOOL DISTRICT, on behalf of itself and Defendants PAT JAUREQUI,
 2 DON MONTOYA, MARCUS LAM and GRACE KIM, shall pay to TEOLA COLEMAN as the
 3 Trustee for Plaintiff JESS L., and his attorneys, Price And Associates, the sum of One Hundred and
 4 Nineteen Thousand Six Hundred and Eighty-Eight Dollars (\$119,688), forthwith, and in any event,
 5 no 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 \$3,00.00;

14 2. Attorneys' fees are hereby awarded to Price And Associates in the amount of
 15 \$47, 875.20;

16 3. Out-of-pocket expenses paid for his care and education, including moving
 17 expenses in the amount of \$1,300.00 shall be reimbursed to his Guardian ad Litem, Teola Coleman;

18 4. The total amount of JESS L.'s fees and expenses to be paid from the
 19 proceeds of the settlement are \$52,175.20;

20 5. The remaining sum of \$67, 512.80 received from Defendants shall be placed
 21 and held in the attorney-client trust account of Price And Associates pending the creation of a
 22 Minor's Compromise Blocked Trust Account pursuant to this Order and Probate Code Section
 23 3602.

24 6. Within thirty (30) days from the date of this Order, the remaining funds
 25 payable to JESS L. shall be paid to and thereafter held in an insured account at Chase Bank, located
 26 at 5747 Christie Avenue, Emeryville, CA 94608 from which no withdrawals can be made without a
 27 Court Order except on the following schedule:

28

<u>AGE</u>	<u>YEAR</u>	<u>AMOUNT</u>
18	2011	\$20,000
20	2013	\$10,000
21	2015	\$12,000
25	2018	Remaining Balance

JESS L. shall have the right to withdraw the funds from the account in the years indicated on his date of birth or within (10) days after his date of birth in the years indicated.

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

IT IS SO ORDERED.

Date: 6/28/11

