

1 PAMELA Y. PRICE, ESQ. (STATE BAR NO. 107713)  
JESHAUNA R. HARRELL, ESQ. (STATE BAR NO. 257773)  
2 PRICE AND ASSOCIATES  
901 Clay Street  
3 Oakland, CA 94607  
Telephone: (510) 452-0292  
4 Facsimile: (510) 452-5625  
E-Mail: [pamela.price@pypesq.com](mailto:pamela.price@pypesq.com)  
5 E-Mail: [jharrell@pypesq.com](mailto:jharrell@pypesq.com)

6 JOHN L. BURRIS, ESQ. (STATE BAR NO. 69888)  
Law Offices of John L. Burris  
7 7677 Oakport Street, Suite 1120  
Oakland, CA 94621  
8 Telephone: (510) 839-5200  
Facsimile: (510) 839-3882  
9 E-Mail: [john.burris@johnburrislaw.com](mailto:john.burris@johnburrislaw.com)

10 Attorney for Plaintiffs

11  
12 UNITED STATES DISTRICT COURT  
13 NORTHERN DISTRICT OF CALIFORNIA  
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15 ALVETT FOBBS, AS GUARDIAN AD  
16 LITEM FOR STEVE S., et al.,

17 Plaintiffs,

18 v.

19 NEW HAVEN UNIFIED SCHOOL  
20 DISTRICT, et al.,

21 Defendants.  
22

) 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**  
) **JONATHAN J.**

) DATE: JUNE 20, 2011  
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23 The Court having read and considered the Plaintiffs' Ex Parte Application to approve  
24 the compromise of Plaintiffs' claims and payment of the settlement funds to Plaintiff JONATHAN  
25 J., and good cause appearing therefor, makes the following Orders:  
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27 **IT IS HEREBY ORDERED THAT:**

28 1. The compromise of Plaintiff JONATHAN J.'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 TERESE  
 3 SANDERS as the Trustee for Plaintiff JONATHAN J., and his attorneys, Price And Associates, the  
 4 sum of Forty-Five Thousand, Nine Hundred Eighty Dollars (\$45,980) 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 \$3,000.00;

14 2. Attorneys' fees are hereby awarded to Price And Associates in the amount of  
 15 \$18,392.00;

16 3. Out-of-pocket expenses paid for his care and education, including moving  
 17 expenses in the amount of \$2,425.00 to his Guardian ad Litem, Tereese Sanders;

18 4. The total amount of JONATHAN J.'s fees and expenses to be paid from the  
 19 proceeds of the settlement are \$23,817.00;

20 5. The remaining sum of \$22,163.00 received from Defendants shall be placed  
 21 and held in the trust account of Price And Associates pending the creation of a Minor's  
 22 Compromise Blocked Trust Account as set forth herein.

23 6. Within thirty (30) days from the date of this Order, the remaining funds  
 24 payable to JONATHAN J. shall be paid to and thereafter held in an insured account at First United  
 25 Services Credit Union located at 600 Bancroft Avenue, San Leandro, California 94577, from which  
 26 no withdrawals can be made without a Court Order except on the following schedule:

<u>AGE</u>	<u>YEAR</u>	<u>AMOUNT</u>
18	2013	7,500

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20	2015	7,500
23	2018	Remaining Balance

JONATHAN J. 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

