

IN THE UNITED STATES DISTRICT
COURT FOR THE EASTERN DISTRICT OF
PENNSYLVANIA

C.G., a minor, by and through her
Parents, and next friends, P.G. and D.G.

Plaintiff,

v.

Saucon Valley School District,

Defendant.

CIVIL ACTION NO.
5:21-cv-03956

Jury Trial Demand

ORDER

AND NOW, this 25th day of March, 2022, upon being notified by the parties that they have resolved this matter pursuant to a Consent Decree requiring Court approval, which is attached, it is hereby ORDERED as follows:

1. The Consent Decree is approved and incorporated by reference in this Order.
2. The parties stipulate that this case will be marked as Dismissed with Prejudice.
3. In accordance with the terms of the Consent Decree, the Court will retain continuing jurisdiction to administer, interpret and enforce the Consent Decree.

BY THE COURT:

/s/ Joseph F. Leeson, Jr.

JOSEPH F. LEESON, JR., J.

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

C.G., a minor, by and through her
Parents, and next friends, P.G. and D.G.

Plaintiff,

v.

Saucon Valley School District,

Defendant.

CIVIL ACTION NO. 5:21-cv-03956

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CONSENT DECREE

WHEREAS, on September 3, 2021, C.G., a minor, by and through her parents, and next friends, P.G. and D.G. ("Plaintiff") filed a civil action in the United States District Court for the Eastern District of Pennsylvania, Civil Action No. 21-03956, against the Saucon Valley School District ("Defendant" or "District") alleging that Defendant violated Title II of the Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12132, and Section 504 of the Rehabilitation Act, 29 U.S.C. § 794, by refusing to allow C.G. to attend school with her service animal;

WHEREAS, the Plaintiff and Defendant (hereinafter the "Parties") desire to resolve this lawsuit amicably and to avoid risks and expense of further litigation;

NOW THEREFORE, for and in consideration of the promises and agreements contained in this Consent Decree which the Parties agree constitute good and sufficient consideration, and in order to make permanent, the Findings of

Facts and Conclusions of Law set forth in the November 18, 2021 Opinion and Order, which is incorporated herein as if set forth fully, the Parties agree to and the Court enters the following Consent Decree:

1. The District shall continue to permit C.G. to attend school within its District with her service animal, including all school-related activities, activities on school grounds, school field trips, and school buses, until the time that Plaintiff graduates with a regular high school diploma consistent with her rights under 34 CFR § 300.102 (a)(3)(i-iv) and 22 Pa. Code §14.131; and
2. The District is prohibited from otherwise imposing restrictions upon C.G. which violate Title II of the ADA or the Rehabilitation Act of 1973; and
3. The District is prohibited from seeking any further information concerning C.G.'s service animal; and
4. The District is prohibited from imposing any restrictions upon C.G.'s service animal that prevent it from doing the work it was trained to do, including but not limited to restrictions on its ability to relieve itself; and
5. If any fact or occurrence gives the District belief that the service animal is no longer housebroken or under control, and the District so alleges, then:
 - a. The District shall notify C.G.'s counsel within five (5) business days of the said occurrence and allegation; and
 - b. C.G.'s counsel shall respond to the notice and allegation within five (5) business days of receipt thereof; and
 - c. If the alleged issue cannot be resolved by the parties, the District

shall file a Motion with this Court to determine the veracity of the District's allegation, and whether any further action needs to be taken.

Payment; Attorneys' Fees; Litigation Expense and Costs

6. The District shall within thirty (30) days of the execution and judicial approval of this Consent Decree, pay to Plaintiff the sum of Thirty Thousand Dollars and no cents (\$30,000.00), which sum shall be made payable to "Disability Rights Pennsylvania For The Benefit Of C [REDACTED] [REDACTED]"; and

7. The parties agree that Plaintiff, as the prevailing party, is entitled to an award of reasonable attorneys' fees; and

8. The District shall within thirty (30) days of the execution, judicial approval of this Consent Decree, and submission of a W-9 by Counsel, pay to Plaintiff's Counsel (payable to "Disability Rights Pennsylvania") the sum of Sixty-Five Thousand Nine Hundred Eighty-Nine Dollars and Seventy-Eight Cents (\$65,989.78) which shall represent agreed upon attorneys' fees and costs, which Plaintiff and her Counsel agree to accept in full satisfaction of any and all fees and costs owed to her in this action except for any prevailing party fees and cost that may be incurred by Plaintiff should any dispute arise under Paragraph 5 of this Consent Decree; and

Notice

9. Where notice or information is required to be provided, it shall be provided to the individuals listed below, except where this Consent Decree explicitly provides for notice to a different individual:

To Plaintiff: Disability Rights Pennsylvania
Attn: Morris A. Scott, Esquire
1800 John F. Kennedy Boulevard, Suite 900
Philadelphia, PA 19103
mscott@disabilityrightspa.org

Top Defendant: Fox Rothschild LLP
Attn: Timothy E. Gilsbach, Esquire
10 Sentry Parkway, Suite 200
Blue Bell, PA 19422
tgilsbach@foxrothschild.com

Jurisdiction

10. The Parties agree that the U.S. District Court for the Eastern District of Pennsylvania shall retain jurisdiction to interpret and enforce any and all terms of this Consent Decree, including any request for a finding of contempt and the imposition of fines. The Parties agree that the Honorable Joseph F. Leeson, Jr. shall have jurisdiction to resolve any such request for a finding of contempt, imposition of fines, or other application to interpret or enforce this Consent Decree.

Termination

11. The Consent Decree will terminate at such time that Plaintiff graduates with a regular high school diploma consistent with her rights under 34 CFR § 300.102 (a)(3)(i-iv) and 22 Pa. Code §14.131, provided that there is no pending motion to enforce the terms of the Consent Decree or petition for attorneys' fees, litigation expense and costs. If there is a pending motion, this Consent Decree will terminate when the motion and any

ancillary motion relating to attorneys' fees, litigation expenses, and costs are fully resolved.

Miscellaneous

12. The Parties each acknowledge that no promise or inducement that is not herein expressed has been made. The Consent Decree contains the sole and entire agreement between the Parties.

13. By signing below, the signatory for the Defendant represents and warrants that s/he has full authority to bind Defendant in this matter with respect to all terms contained in this Consent Decree.

14. The Consent Decree shall be binding upon any and all of the Parties' heirs, executors, administrators, successors, or assigns.

15. The Parties agree that the Effective Date of this Consent Decree shall be the date it is fully executed and approved the Court;

16. This Consent Decree shall not be altered, amended changed or modified except in writing, executed by the Parties or by Order of Court.

17. This Consent Decree may be executed in counterparts;

18. Headings and captions used in this Consent Decree are for reference purposes only and shall not have any effect on the interpretation of the agreement.

AGREED AND ACKNOWLEDGED AS FOLLOWS:

C.G.


P.G. (Mar 24, 2022 13:00 EDT)

Dated: Mar 24, 2022


D.G. (Mar 24, 2022 13:08 EDT)

Dated: Mar 24, 2022

By her parents, P.G. and D.G.

PG

SAUCON VALLEY SCHOOL DISTRICT



Dated: 3/23/2022

By: Saucon Valley School District Superintendent

Jaime L. Vlasaty

Printed Name:

ORDERED AND APPROVED BY THE COURT:

/s/ Joseph F. Leeson, Jr.

Dated: March 25, 2022

JOSEPH F. LEESON, JR.

United States District Judge