

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

C.B., by and through his guardians ad litem
W.B. and B.T.,

Plaintiffs,

v.

MORENO VALLEY UNIFIED SCHOOL
DISTRICT; MARTINREX KEDZIORA,
in his official capacity as Moreno Valley
Unified School District Superintendent;
DARRYL SCOTT; SCOTT WALKER;
DEMETRIUS OWENS; MANUEL
ARELLANO; LONIESHA KING;
COUNTY OF RIVERSIDE; RIVERSIDE
COUNTY SHERIFF'S DEPARTMENT; ;
DEPUTY SHERIFF NORMA LOZA;
DEPUTY SHERIFF JERSSY TOSCANO;
and DOES 3-10.

Defendants.

Case No. 5:21-cv-00194-JGB (SPx)

[Assigned to the Honorable Jesus G. Bernal-
Riverside, Courtroom 1]

**ORDER GRANTING PLAINTIFF'S
MOTION FOR COURT APPROVAL
OF MINOR'S COMPROMISE WITH
DEFENDANTS MORENO VALLEY
UNIFIED SCHOOL DISTRICT,
MARTINREX KEDZIORA, DARRYL
SCOTT, SCOTT WALKER,
DEMETRIUS OWENS, MANUEL
ARELLANO, LONIESHA KING**

ORDER

TO ALL PARTIES AND THEIR ATTORNEY OF RECORD

The Court, having read and considered Plaintiff's Motion for Approval of Minor's Compromise with Defendants Moreno Valley Unified School District, Martinrex Kedziora, Darryl Scott, Scott Walker, Demetrius Owens, Manuel Arellano, and Loniesha King; the Memorandum of Points and Authorities in Support Thereof; the concurrently-filed Declarations of Anna Rivera and C.B.'s Guardian *Ad Litem* W.B.; the papers and records on file with this Court in this action; and good cause having been shown, the Court finds that the settlement agreement is in the best interest of Plaintiff, C.B., the minor, and orders as follows:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Plaintiff's Motion is GRANTED and the Court approves the minor's compromise with Defendants Moreno Valley Unified School District, Martinrex Kedziora, Darryl Scott, Scott Walker, Demetrius Owens, Manuel Arellano, and Loniesha King;
2. The Court finds Settlement Agreement is fair, reasonable, and in the best interest of C.B.;
3. The Court orders Moreno Valley Unified School District to pay C.B. a gross sum of \$1,200,000.00 in full settlement and compromise of any and all monetary damage claims;
4. The above-referenced sum shall be made payable as follows: a check made payable to "Disability Rights California Client Trust Account." Payment will be delivered to Karen Keene, Finance Director, Disability Rights California located at 1831 K Street, Sacramento, CA 95811. Payment shall be sent via any delivery service that includes a tracking number. Ultimate disposition of the amount of


1 \$1,200,000.00 to be paid to Disability Rights California Client Trust Account in
2 settlement of this lawsuit will be determined by a California Probate Court with
3 applicable jurisdiction in an action to approve the establishment for the benefit of
4 C.B. of a trust under section 3611(g) of the California Probate Code. Pending such
5 approval by a California Probate Court, or approval of another form of
6 disbursement for the benefit of the minor, C.B., by such Court, the sum of
7 \$1,200,000.00 shall be held in the Disability Rights California Client Trust
8 Account and no disbursement of that sum shall be made from that account for any
9 purpose;

10 5. Plaintiff's counsel shall be allowed to submit a motion to the Court seeking
11 attorneys' fees and costs for its prosecution of this action as against District
12 Defendants.

13 6. Plaintiff shall be deemed the prevailing party for purposes of his motion for
14 attorneys' fees and costs.

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17 **IT IS SO ORDERED**

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19 Dated: November 25, 2024

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21 HONORABLE JESUS G. BERNAL
22 UNITED STATES DISTRICT COURT JUDGE
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