



UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

LAUREN M. CRUZ, by her friend Jean Cruz; VALERIA HERRERA, by her next friend, Carolina Herrera; JENNIFER N. CERROS; CATHERINE GREMPPEL, by her next friend Tina Grempele, individually and on behalf of all those similarly situated,

Plaintiffs,

v.

ALHAMBRA SCHOOL DISTRICT;
THE CITY OF ALHAMBRA; RUSSELL LEE-SUNG, VICTOR SANDOVAL, LOU TORRES, WILLIAM A. VALLEJOS, JOHN H. NUNEZ, ROBERT L. GIN, RUTH E. CASTRO, and BARBARA A. MESSINA, in their official capacities,

Defendants.

Case No. CV 04-1460 DT (Mcx)

**[PROPOSED] ORDER OF
DISMISSAL WITH
CONTINUING JURISDICTION**

DATE: February 27, 2006
TIME: 10:00 a.m.
PLACE: Courtroom of
the Hon. Dickran
Tevrizian

CLASS ACTION

WHEREAS, Plaintiffs filed this class action lawsuit on March 4, 2004, alleging sex-based discrimination in violation of Title IX of the Education Amendments of 1972 ("Title IX"), the United States and the California Constitutions, and state anti-discrimination laws;

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1 WHEREAS, the class was certified on October 4, 2004;

2 WHEREAS, after extensive mediation and negotiation, the parties have
3 reached a resolution of all claims, which is memorialized in two settlement
4 agreements:

5 (1) An agreement between the Plaintiffs and the District Defendants entitled
6 Joint Resolution Agreement and Order for Continuing Court Jurisdiction, and filed
7 with this Court on December 19, 2005 as Exhibit A to Civil Docket Number 96 in
8 this case, which is the parties' Joint Ex Parte Application for Order for Preliminary
9 Approval of Settlements and Notice to the Class; and

10 (2) An agreement between the Plaintiffs and the City entitled Settlement
11 Agreement Between Plaintiffs and Defendant City of Alhambra, and filed with this
12 Court on December 19, 2005 as Exhibit B to Civil Docket Number 96 in this case,
13 which is the parties' Joint Ex Parte Application for Order for Preliminary Approval
14 of Settlements and Notice to the Class.

15 WHEREAS, the terms of the two settlement agreements resolving the
16 litigation provide substantial benefits to the entire Class;

17 WHEREAS, pursuant to the express terms of the above-described settlement
18 agreements, the parties have agreed that the Court will determine an award of
19 reasonable attorneys fees and costs to plaintiffs' counsel;

20 WHEREAS, pursuant to the express terms of the above-described settlement
21 agreements, the parties have agreed that the Court will exercise its continuing
22 jurisdiction over the Defendant City of Alhambra until 30 days after it has made a
23 certain payment of money, as specified in the Settlement Agreement Between
24 Plaintiffs and Defendant City of Alhambra, and over the District Defendants until
25 the end of the compliance period, as specified in the Joint Resolution Agreement
26 and Order for Continuing Court Jurisdiction;

27 WHEREAS, on December 19, 2005, the Court preliminarily approved the
28 settlements, including the form of notice;

1 WHEREAS, notice was achieved by December 23, 2005, including a
2 distribution of more than 3,000 copies to Alhambra High School students on
3 December 21, 2005;

4 WHEREAS, on January 31, 2006, the Court entered an Order pursuant to
5 Rule 23 of the Federal Rules of Civil Procedure finally approving the settlements
6 as fair, reasonable, and adequate;

7 WHEREAS, the parties have submitted pleadings and evidence to the Court
8 regarding its determination of an award of reasonable attorneys fees and costs to the
9 plaintiffs' counsel;

10 THEREFORE, this Court ORDERS as follows:

11 (1) The Agreement between the Plaintiffs and the District Defendants
12 entitled Joint Resolution Agreement and Order for Continuing Court Jurisdiction is
13 hereby endorsed in its entirety, and incorporated into this Order by reference;

14 (2) The Agreement between the Plaintiffs and the City entitled Settlement
15 Agreement between Plaintiffs and Defendant, City of Alhambra, is hereby endorsed
16 in its entirety, and incorporated into this Order by reference;

17 (3) As described in the above-incorporated Agreements, this Court shall
18 determine an award of reasonable attorneys' fees and costs to Plaintiffs' counsel;

19 (4) Consistent with the above-incorporated Agreements, and without
20 affecting the finality of this Order of Dismissal, this Court shall retain continuing
21 and exclusive jurisdiction to enforce the terms of said Agreements, and the
22 authority to make whatever Orders are necessary to enforce compliance with said
23 terms;

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1 (5) As to all other matters not described in paragraph numbers (1) through
2 (4), above, this Order constitutes an Order of Dismissal in this case.

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4 **IT IS SO ORDERED.**

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7 Dated: May 1, 2006

DICKRAN TEVRIZIAN

8 THE HONORABLE
9 DICKRAN TEVRIZIAN
10 United States District Court
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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the aforesaid county; I am over the age of eighteen years and not a party to the within entitled action; my business address is: 6701 Center Drive West, Suite 611, Los Angeles, California 90045.

On March 22, 2006, I served the within **[PROPOSED] ORDER OF DISMISSAL WITH CONTINUING JURISDICTION** on the interested parties in said action, by placing [] the original [X] a true copy thereof enclosed, in a sealed envelope, with postage thereon fully prepaid, to be deposited in the United States mail at Los Angeles, California, addressed as follows:

[] By facsimile machine I caused the above-referenced document(s) to be transmitted to the named person(s) to telecopier number(s) listed above.

PLEASE SEE ATTACHED SERVICE LIST

[X] By mail, I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on March 22, 2006, at Los Angeles, California.

[X] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.


Shani Parker

Case Name: Cruz v. Alhambra School District
 Action No.: USDC Case No. CV04-1460 DT (Mcx)

MAILING LIST

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