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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

J.V. through his guardian *ad litem*,  
ANABEL FRANCO; B.K. through his  
guardian *ad litem*, CYNTHIA BROWN;  
and all other students similarly situated,

Plaintiffs,

vs.

POMONA UNIFIED SCHOOL  
DISTRICT; POMONA SPECIAL  
EDUCATION LOCAL PLANNING  
AREA; ANA PETRO, CHRISTINE  
GOENS, KAMERON SHIELDS,  
BEATRIZ KRIVAN, JENNIFER YALES,  
SELENE AMANCIO, BRIAN EL  
MAHMOUD, DANIELLA SOTO, MARY  
GARCIA, CINDY GREEN, ELAINE  
MARKOFSKI, SUPERINTENDENT  
RICHARD MARTINEZ in his Official  
Capacity only, DOLORES MURILLO, and  
DOES 1-10,

Defendants.

) Case No. 2:15-cv-007895 JAK (MRWx)

) **FINAL JUDGMENT AND ORDER OF  
DISMISSAL**

) **JS-6**

1 Plaintiff J.V., a minor by and through his guardian *ad litem*, Anabel Franco;  
2 and Plaintiff B.K., a minor by and through his guardian *ad litem*, Cynthia Brown;  
3 Defendants Pomona Unified School District (“District”), Pomona Special Education  
4 Local Planning Area (“SELPA”), Cristine Goens, Kameron Shields, Beatriz Krivan,  
5 Jennifer Yales, Selene Amancio, Brian El Mahmoud, Daniella Soto, Mary Garcia,  
6 Cindy Green, Elaine Markofski, Dolores Murillo, and Superintendent Richard  
7 Martinez (collectively, “District Defendants”); and Defendant Ana Petro (“Defendant  
8 Petro”) entered into a Settlement Agreement dated May 11, 2017 (the “Agreement”),  
9 which has been approved by the Court. Based on the Agreement, **IT IS HEREBY**  
10 **ORDERED, ADJUDGED, AND DECREED:**

11 1. This Judgment incorporates by reference the definitions in the  
12 Agreement, and all terms used herein shall have the same meanings as set forth in the  
13 Agreement.

14 2. Pursuant to Federal Rule of Civil Procedure 23(e), and due process, the  
15 Court hereby finally approves the Agreement and finds that the settlement  
16 consideration is fair and that said settlement is, in all respects, fair, just and  
17 reasonable and adequate to the Injunctive Relief Class and Damages Settlement  
18 Class.

19 3. The Court further finds that the settlement consideration is fair, just and  
20 reasonable and adequate with respect to the Individual Claims.

21 4. The Court hereby awards an Attorneys’ Fee Award to Settlement Class  
22 Counsel in the amount of \$1,650,000.00. This amount shall be paid and distributed in  
23 accordance with the provisions of the Agreement and the direction of counsel for  
24 Plaintiffs.

25 5. The Court hereby authorizes payment of Plaintiffs’ Individual Claims as  
26 set forth in Section III of the Agreement.

27 6. Except as to any individual claim of those persons who have validly and  
28 timely requested exclusion from the Damages Settlement Class, the Court hereby

1 dismisses with prejudice and without costs (except as otherwise provided in the  
2 Agreement) the Litigation against District Defendants and Defendant Petro. As to  
3 those persons who have validly and timely requested exclusion from the Damages  
4 Settlement Class, the Court dismisses the Litigation without prejudice.

5         7. Plaintiffs as class representatives and each member of the Injunctive  
6 Relief Class and the Damages Settlement Class (except a member of the Damages  
7 Settlement Class who has obtained proper and timely exclusion from the settlement),  
8 and their respective heirs, executors, administrators, representatives, agents,  
9 attorneys, partners, successors, predecessors in interest, assigns, and any other  
10 persons acting for or on behalf of Plaintiffs or an Injunctive Relief Class Member  
11 and/or a Damages Settlement Class Member, will be deemed to have fully released  
12 and forever discharged the District Defendants and Defendant Petro and their  
13 respective agents, employees, representatives, successors, and assigns from the  
14 Claims as alleged in the Litigation related to violations of the Americans With  
15 Disabilities Act, Section 504 of the Rehabilitation Act, and the Unruh Act (“Class  
16 Released Claims”).

17         Without limiting the foregoing, the Class Released Claims specifically extend  
18 to claims that an Injunctive Relief Class Member and/or a Damages Settlement Class  
19 Member does not know or suspect to exist as to the Class Released Claims in their  
20 favor at the time that the settlement, and the releases contained therein, become  
21 effective. This paragraph constitutes a waiver of, without limitation as to any other  
22 applicable law, Section 1542 of the California Civil Code, which provides:

23             A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH  
24             THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN  
25             HIS OR HER FAVOR AT THE TIME OF EXECUTING THE  
26             RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE  
27             MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
28             DEBTOR.

1 Plaintiffs as class representatives and each Injunctive Relief Class Member and  
2 Damages Settlement Class Member understand and acknowledge the significance of  
3 these waivers of California Civil Code Section 1542 and/or of any other applicable  
4 law relating to limitations on releases. In connection with such waivers and  
5 relinquishment, Plaintiffs and each Injunctive Relief Class Member and Damages  
6 Settlement Class Member acknowledge that they are aware that they may hereafter  
7 discover facts in addition to, or different from, those facts which they now know or  
8 believe to be true with respect to the subject matter of the settlement, but that it is  
9 their intention to release fully, finally and forever all Released Claims, and in  
10 furtherance of such intention, the release of the Class Released Claims will be and  
11 remain in effect notwithstanding the discovery or existence of any such additional or  
12 different facts. This release does not apply to claims for breach of the Agreement.

13 8. Plaintiffs in their individual capacities and their respective heirs,  
14 executors, administrators, representatives, agents, attorneys, partners, successors,  
15 predecessors in interest, assigns, and any other persons acting for or on behalf of  
16 Plaintiffs will be deemed to have fully released and forever discharged the Released  
17 Parties from the Released Claims. Without limiting the foregoing, the Released  
18 Claims specifically extend to claims that Plaintiffs do not know or suspect to exist in  
19 their favor at the time that the settlement, and the releases contained therein, become  
20 effective. This paragraph constitutes a waiver of, without limitation as to any other  
21 applicable law, Section 1542 of the California Civil Code, which provides:

22 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH  
23 THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN  
24 HIS OR HER FAVOR AT THE TIME OF EXECUTING THE  
25 RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE  
26 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
27 DEBTOR.

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1 Plaintiffs understand and acknowledge the significance of these waivers of California  
2 Civil Code Section 1542 and/or of any other applicable law relating to limitations on  
3 releases. In connection with such waivers and relinquishment, Plaintiffs acknowledge  
4 that they are aware that they may hereafter discover facts in addition to, or different  
5 from, those facts which they now know or believe to be true with respect to the  
6 subject matter of the settlement, but that it is their intention to release fully, finally  
7 and forever all Released Claims, and in furtherance of such intention, the release of  
8 the Released Claims will be and remain in effect notwithstanding the discovery or  
9 existence of any such additional or different facts. This release does not apply to  
10 claims for breach of the Agreement.

11 9. The Direct Mail Notice provided to Damages Settlement Class Members  
12 was the best notice practicable under the circumstances of the proceedings, and the  
13 Class Notice satisfied federal and state laws as well as due process requirements.

14 10. All Released Claims, as described in this Judgment or in the Agreement,  
15 currently being asserted by or on behalf of any Injunctive Relief Class Member  
16 and/or Damages Settlement Class Member in any forum are hereby permanently  
17 enjoined, except as may be necessary to implement the settlement or comply with the  
18 terms of the Agreement. Neither Plaintiffs nor any Injunctive Relief Class Member  
19 and/or Damages Settlement Class Member, either directly, representatively or in any  
20 other capacity, nor any person or entity allegedly acting on behalf of Injunctive Relief  
21 Class Member and/or Damages Settlement Class Members, shall commence or  
22 prosecute against District Defendants or Defendant Petro, or against any of the other  
23 Released Parties, any action or proceeding in any court or tribunal asserting any of  
24 the Released Claims as described in the Agreement, provided, however, that this  
25 injunction shall not apply to individual claims of any Damages Settlement Class  
26 Members who timely excluded themselves from the Settlement. This injunction is  
27 necessary to protect and effectuate the settlement, this Judgment and Order, and the  
28 Court's flexibility and authority to effectuate this settlement and to preserve

1 Judgment and is ordered in aid of the Court's jurisdiction and to protect its  
2 judgments.

3 11. The Stipulated Injunction provided in the Agreement shall be in force  
4 and effect for three years.

5 12. The Court hereby dismisses, on the merits and with prejudice, the  
6 Litigation, including all the Released Claims.

7 13. Without affecting the finality of this Judgment and Order, this Court  
8 retains continuing and exclusive jurisdiction of all matters relating to the  
9 modification, interpretation, administration, implementation, effectuation and  
10 enforcement of this Judgment, the Stipulated Injunction, the Agreement and the  
11 settlement.

12 IT IS SO ORDERED.

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14 Dated: March 20, 2019



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15 JOHN A. KRONSTADT  
16 UNITED STATES DISTRICT JUDGE

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