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5 RED BLUFF JOINT UNION HIGH SCHOOL DISTRICT

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7  
8 UNITED STATES DISTRICT COURT

9 FOR THE EASTERN DISTRICT OF CALIFORNIA

10  
11 T.S., by and through their next friend JERAMIE  
12 STRUTHERS; J.M.B. and J.E.B., by and through  
13 their next friend JAMES BRANDT; E.A., by and  
14 through her next friend HAZEL BRANDT; C.K.  
15 by and through her next friend TERESA HILL;  
16 and G.K. by and through her next friend  
17 LESLIANN JONES and all others similarly  
18 situated,

19 Plaintiffs,

20 vs.

21 RED BLUFF JOINT UNION HIGH SCHOOL  
22 DISTRICT,

23 Defendant.

Case No. 2:17-CV-00489-TLN-EFB

**NOTICE OF COMPLETION OF  
SETTLEMENT AGREEMENT  
MONITORING PERIOD; AND ORDER RE:  
FINAL DISMISSAL WITH PREJUDICE**

Judge: Hon. Troy L. Nunley

Courtroom: 7

Action Filed: March 7, 2017

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1 TO THE HONORABLE COURT, PLAINTIFFS AND THEIR COUNSEL OF RECORD  
2 HEREIN:

3 Defendant RED BLUFF JOINT UNION HIGH SCHOOL DISTRICT (“District”) hereby  
4 requests that you PLEASE TAKE NOTICE OF THE FOLLOWING and correspondingly requests the  
5 Court enter a Final Dismissal with Prejudice in this action:

6 1. This action was initiated on March 7, 2017. ECF DOC. No. 1.

7 2. On November 14, 2017, the Parties jointly moved the Court for an order “concerning the  
8 Parties’ settlement of the . . . Action . . . , which, if entered, conditionally dismisses the Action, without  
9 prejudice, pursuant to Fed. R. Civ. Proc. 41 (a)(2), with this Court retaining jurisdiction to enforce the  
10 settlement.” ECF DOC. NO. 31 at 2. The joint motion also sought the Court to retain jurisdiction and, at  
11 a later date, enter a final dismissal with prejudice in the action, following certain conditions having been  
12 met. ECF DOC. NO. 31 at 2. Attached to said request and motion as Exhibit A was the proposed order  
13 on the motion, and attached as Exhibit B was an endorsed copy of the parties’ subject settlement  
14 agreement. See ECF DOC. NO. 31 at 3-53.

15 3. On November 16, 2017, the Court entered an order which served to enter the Parties’  
16 settlement agreement, conditionally dismissing the action without prejudice, with the Court retaining  
17 jurisdiction. ECF DOC. NO. 33. Among other provisions, the Court’s November 16, 2017 Order  
18 provided: “that the Court shall issue a final judgment with prejudice pursuant to Fed. R. Civ. Proc. 54  
19 and subject to 28 U.S.C. § 1291, on occurrence of one of the events representing fulfillment of the  
20 Settlement Agreement as provided in Section F.7 of the Agreement[.]” ECF DOC. NO. 33 at 2. The  
21 Court’s order also provided “that for all other purposes, this civil action is to be placed on the inactive  
22 docket, subject to recall to the active docket, should enforcement of the Agreement be necessary.”  
23 ECF DOC. NO. 33 at 2.

24 4. Consistent with the November 14, 2017 motion, and the Court’s November 16, 2017  
25 order, Paragraph F.7 of the parties’ settlement agreement provides as follows, in relevant part: “If the  
26 Court grants the parties’ motion for a conditional dismissal, **then a conditional dismissal will be**  
27 **followed by a final dismissal with prejudice either on performance of the terms of the Agreement**  
28

1 **at the end of the three year term**, or as stipulated to by the parties unless Plaintiffs successfully  
2 petition to extend the term of the agreement.” ECF DOC. NO. 31 at 12 (emphasis added).

3 5. The terms which the District was obligated to complete under the settlement agreement  
4 are set forth at pages 8 through 19 of the agreement, all of which were subject to monitoring for  
5 compliance by an Independent Title IX Consultant, as set forth at pages 17 and 18 of the settlement  
6 agreement. *See* ECF DOC. NO. 31 at 16-27.

7 6. The term of the Court’s continuing jurisdiction, overlapping with the settlement  
8 agreement monitoring period of the Independent Title IX Consultant, was three years, and that three  
9 year period concluded in the fall of 2020. *See* ECF DOC. NO. 31 at 26.

10 7. Attached hereto as Exhibit “A” and incorporated by reference is the October 30, 2017  
11 letter to the District from the Independent Title IX Consultant, in which the Independent Title IX  
12 Consultant confirms the District’s successful completion and satisfaction of the settlement agreement  
13 during the three-year monitoring period, and otherwise successful implementation of the District’s  
14 obligations under the settlement agreement terms. *See* EX. A at 3.

15 8. Based upon the District’s successful satisfaction of the settlement agreement’s terms as  
16 memorialized by the Independent Title IX Consultant in Exhibit A, pursuant to this Court’s November  
17 16, 2017 Order and paragraph F.7 of the Parties’ settlement agreement, the Court must now enter a  
18 “final dismissal with prejudice . . . on performance of the terms of the agreement at the end of the three  
19 year term . . . .” *See* ECF DOC. NO. 31 at 12.

20 Dated: January 28, 2021

Respectfully Submitted,

**LOZANO SMITH**

/s/ Sloan R. Simmons

SLOAN R. SIMMONS

Attorney for Defendant

RED BLUFF JOINT UNION HIGH SCHOOL  
DISTRICT

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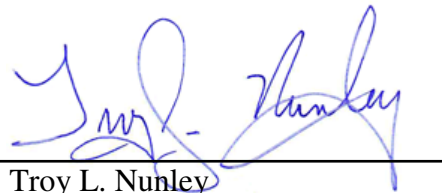
**ORDER**

Pursuant to the foregoing Notice, the Court’s November 16, 2017 Order, and the Parties’ Settlement Agreement entered by this Court on November 6, 2017, and GOOD CAUSE APPEARING THEREFORE, IT IS HEREBY ORDERED that:

The District having successfully completed satisfaction of the terms of the Parties’ Settlement Agreement over the designated three-year monitoring period, this Action is Dismissed with Prejudice, constituting a final dismissal of this Action, and this Action is hereby closed.

**IT IS SO ORDERED.**

Dated: January 29, 2021



Troy L. Nunley  
United States District Judge