

**Notice Of Proposed Settlement Of Intervenors' Claims In  
*Smith v. LAUSD*, USDC Case No. CV 93-7044-RSWL (GHKx)**

Please take notice that a proposed settlement agreement has been reached involving the claims of the Intervenors in the case of *Smith v. LAUSD*, USDC Case No. CV 93-7044-RSWL (GHKx).

The proposed settlement is attached to this Notice.

The United States District Court will hold a hearing on August 15, 2019, at 10:00 a.m., before the Hon. Ronald S.W. Lew, United States District Judge, to consider approval of the settlement agreement. The hearing will be held at the United States Courthouse located at 350 W. 1st Street, Los Angeles, CA 90012, in a courtroom to be designated by the Court on or before the August 15, 2019 date.

Any affected class member may file an objection to the proposed settlement agreement directly with the Court up until two Court days before the August 15, 2019 hearing.

## Settlement Agreement And Release

This is a Settlement Agreement and Release (“Agreement”) relating to an intervention (the “Intervention”) in the case of *Chanda Smith Et Al. v. Los Angeles Unified School District Et Al.*, U.S.D.C. Case No. CV 93-07044 RSWL (GHKx) (the “Lawsuit”). The Intervention involves terms and conditions of a Modified Consent Decree (“MCD”) that is presently in effect in connection with a resolution of the Lawsuit. The MCD is being supervised by a monitor (the “Monitor”) in accordance with the requirements of the MCD.

This Agreement is entered into by and among the following parties:

- The Plaintiffs’ class (the “Class”), represented by Robert Myers and David German of Newman, Aaronson & Vanaman, and Catherine Blakemore, Melinda Bird, and Candis Bowles, Disability Rights California.
- Intervenors April Munoz, Julia Flores, Cheryl Ayapana, V.P., A.F., M.H. and J.A. (the “April Munoz Intervenors”), represented by Angela Gilmartin, Law Offices of Angela L. Gilmartin, and Seymour Amster, Law Offices of Seymour I. Amster.
- Intervenors Mina Lee and Frances Moreno Et Al., (the “Mina Lee Intervenors”) represented by Suzanne Snowden, SJM Law Group, LLP, Eric Jacobson, Law Offices of Eric S. Jacobson, and Stephen Maseda.
- Defendant Los Angeles Unified School District (“LAUSD” or “District”), represented by the Office of the General Counsel, LAUSD, and by Barrett Green, Littler Mendelson PC.

The April Munoz Intervenors and the Mina Lee Intervenors may be referred to collectively as the “Intervenors.” The Class, the Intervenors, and LAUSD may be referred to collectively as the “Parties.”

The Parties agree that Intervenors sought to intervene to challenge the legality of Revised Outcome 7 dated September 18, 2012, contained in the MCD and its implementation and, on that basis, were allowed to intervene in the MCD proceedings for the reasons explained in the Court of Appeals’ July 27, 2016 Order and Amended Opinion in Ninth Circuit Case Nos. 14-55224 and 14-55256.

The Intervention has generated numerous further appellate proceedings, including Ninth Circuit Case Nos. 14-55224, 14-55256, 16-72912, 17-55880 and 17-55881, 17-80115, and 17-80116 (collectively the “Appellate Proceedings”).

The Parties desire to resolve all disputes relating to the Intervention, including the District Court proceedings and the Appellate Proceedings.

The terms of the resolution are as follows:

1. The current version of Outcome 7 (also referred to as “Revised Outcome 7”) is vacated. The MCD will revert back to the original Outcome No. 7: Placement of Students with Disabilities (ages 6-22) with all Other Eligibilities (located at par. 44 of the MCD) which is agreed by the Parties to have been met. The Parties agree that the District will not use quotas or percentages as a factor in determining the individual placement of students with disabilities as well as any desired or targeted percentage of students in any of the continuums of placement, except as required by the California Department of Education. This Agreement does not impact other provisions of the MCD.

2. Until termination of the MCD, the District will include the following statement at the outset of all IEPs:

“If your child is a student who has a moderate to severe disability and was relocated from a Special Education Center to a General Education campus, you should be aware that there remains a continuum of placements available for consideration by the IEP team with respect to placement of your child, including Special Education Centers.”

3. Within 60 days of final District Court approval of this Agreement, LAUSD will (a) pay the April Munoz Intervenors the sum of \$325,000 for fees and costs, payable to Seymour I. Amster, and (b) pay the Mina Lee Intervenors the sum of \$280,000 for fees and costs, payable to the Law Office of Suzanne N. Snowden APLC.

4. Intervenors are familiar with the current status of the MCD, including recent revisions to the measures used to assess compliance with Outcome 13, and Intervenors have no objection to these measures or Outcome 13. In the event the

Class and LAUSD seek to make modifications to the MCD, the Class and LAUSD will provide counsel for Intervenors written notice by email or letter, setting out the proposed modification and reflecting that the modification is being sought. The notice shall be provided concurrent with the filing of any motion for approval of the revision. The notice shall be for the purpose of Intervenors assessing whether they believe any proposed modification would adversely impact moderate to severely disabled students or their parents, and to take action Intervenors deem appropriate.

5. Upon final approval of this Agreement by the District Court, (a) the Parties will file a joint stipulation in the District Court, dismissing Intervenors from the Lawsuit, without prejudice (subject to Paragraph 6, below), and (b) the Parties will file a joint stipulation in the Court of Appeals, dismissing all pending appellate proceedings, with prejudice. Intervenors agree that the payments provided for in Paragraph 3, above, satisfy all claims for fees and costs incurred in connection with the Intervention and Appellate Proceedings. Intervenors hereby waive and release any and all claims against the District, its officers, agents, or employees, and against the Class, with respect to the subject matter at issue in the Lawsuit and/or the MCD, though Intervenors do not waive or release individual claims (if any) that may exist that have not already been waived or released with respect to the educational placement of Intervenors or their children.

6. Nothing in this Agreement prohibits Intervenors from contacting the Monitor to discuss or express concerns regarding the MCD, and nothing in this Agreement forecloses the Monitor from speaking with the Intervenors.

7. This Agreement is subject to approval by the District Court. The Parties will lodge this Agreement with the District Court together with a stipulation and proposed order (1) setting a hearing date for approval of the Agreement, (2) directing that notice of the proposed Agreement be provided by the District posting the proposed Agreement on its official LAUSD.net special education web page at <https://achieve.lausd.net/sped>, and according any affected Class members at least two weeks prior to the District Court approval hearing date in which to lodge any objections directly with the Court after which period the posting can be removed, and (3) reserving District Court jurisdiction over issues arising under the Agreement.

8. None of the Parties admits liability based on any of the claims of Intervenors. This Agreement is a settlement of disputed claims.

9. This Agreement is entered into under the laws of the State of California. If any term of this Agreement or application of a term of this Agreement is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application. To this end, the provisions of this Agreement are severable.

10. The Parties and their counsel represent and warrant that they have not heretofore assigned or transferred or purported to assign or transfer to any person, firm or corporation any claim, demand, right, damage, liability, debt, account, action, cause of action, or any other matter herein released. This Agreement and the provisions contained herein shall not be construed or interpreted for or against any Party hereto because that Party drafted or caused that Party's legal representative to draft any of its provisions.

11. This Agreement may be executed in counterparts, and by electronic signature and transmission, including fax and email. The Parties acknowledge and represent that they have read this Agreement, that they fully understand their rights, privileges, and duties under the Agreement, and that they enter into this Agreement freely and voluntarily.

12. The Parties acknowledge and represent that no promise or representation not contained in this Agreement has been made to them and acknowledge and represent that this Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the subjects referenced in this Agreement. This Agreement may only be amended or modified by a writing signed by the parties hereto. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated.

Executed on the dates and by the parties as reflected below:

Dated: \_\_\_\_\_, 2019

APRIL MUNOZ INTERVENORS

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_, 2019

MINA LEE INTERVENORS

\_\_\_\_\_  
Mina Lee

\_\_\_\_\_  
Frances Moreno

Dated: \_\_\_\_\_, 2019

PLAINTIFFS' CLASS

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\_\_\_\_\_  
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\_\_\_\_\_

Dated: June 21, 2019, 2019

LAUSD

.D. Deneen Evans Cox

*Barrett K. Green*  
\_\_\_\_\_

9. This Agreement is entered into under the laws of the State of California. If any term of this Agreement or application of a term of this Agreement is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application. To this end, the provisions of this Agreement are severable.

10. The Parties and their counsel represent and warrant that they have not heretofore assigned or transferred or purported to assign or transfer to any person, firm or corporation any claim, demand, right, damage, liability, debt, account, action, cause of action, or any other matter herein released. This Agreement and the provisions contained herein shall not be construed or interpreted for or against any Party hereto because that Party drafted or caused that Party's legal representative to draft any of its provisions.

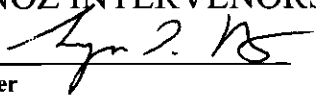
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12. The Parties acknowledge and represent that no promise or representation not contained in this Agreement has been made to them and acknowledge and represent that this Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the subjects referenced in this Agreement. This Agreement may only be amended or modified by a writing signed by the parties hereto. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated.

Executed on the dates and by the parties as reflected below:

Dated: JUNE 16, 2019

APRIL MUNOZ INTERVENORS

  
Seymour I. Amster

Attorney for V.P. (Guardian Victor Pineda)

Attorney for A.F. (Guardian Julia Flores)

Attorney for M.H. (Guardian Juana Hernandez)

Attorney for D.M. (Guardian April Munoz)

Dated: \_\_\_\_\_, 2019

MINA LEE INTERVENORS

\_\_\_\_\_  
Mina Lee

\_\_\_\_\_  
Frances Moreno

Dated: March 11, 2019

PLAINTIFFS' CLASS

Orlando Bond  
Disability Rights California  
[Signature]  
Newman Aaronson Vanaman LLP

Dated: \_\_\_\_\_, 2019

LAUSD

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