

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

SHARAIL REED, a minor, by Victoria Wiggins,
guardian ad litem, et al.,

Plaintiffs,

v.

STATE OF CALIFORNIA, et al.,

Defendants.

Case No. BC432420

NOTICE OF CLASS ACTION SETTLEMENT

***THIS LEGAL NOTICE AFFECTS YOUR RIGHTS: PLEASE READ IT CAREFULLY.
YOU MAY OBJECT.***

TO ALL STUDENTS, AND THEIR PARENTS OR GUARDIANS, WHO ATTENDED SAMUEL GOMPERS MIDDLE SCHOOL, JOHN H. LIECHTY MIDDLE SCHOOL, AND EDWIN MARKHAM MIDDLE SCHOOL DURING THE 2009/2010 SCHOOL YEAR:

The purpose of this notice is to inform you of a proposed settlement (the "Settlement") of a certified class action lawsuit (the "Action") against the Los Angeles Unified School District ("LAUSD"), the Partnership for Los Angeles Schools and United Teachers Los Angeles on behalf of all students who attended Samuel Gompers, John H. Liechty, and Edwin Markham Middle Schools in the 2009/2010 school year. The Action is currently pending in the Superior Court of the State of California, Los Angeles County (the "Court").

This settlement is intended to stabilize the workforce at the schools by providing special services and by creating specific courses of study. In the event of future budget-based teacher layoffs, LAUSD will invoke California Education Code section 44955(d)(1) to skip teachers at the schools subject to this settlement.

THE COURT WILL HOLD A FINAL APPROVAL HEARING FOR THE SETTLEMENT ON SEPTEMBER 12, 2014. IF THE COURT APPROVES THE SETTLEMENT, YOUR RIGHTS MAY BE AFFECTED. IF YOU CHOOSE TO DO SO, YOU MAY OBJECT TO THE SETTLEMENT. YOU ALSO HAVE THE RIGHT TO RETAIN YOUR OWN COUNSEL TO ADVISE YOU IN THIS MATTER.

DESCRIPTION OF THE ACTION

Plaintiffs filed the Action on February 24, 2010 and allege that LAUSD's implementation of budget-based teacher layoffs resulting from the State's severe funding cutbacks denied Plaintiffs their fundamental right to basic equality of educational opportunity.

Plaintiffs' complaint includes the following causes of action:

1. Violation of the Equal Protection Clauses of the California Constitution, Article I, Section 7(a) & Article IV, Section 16(a);
2. Violation of Article IX, Sections 1 and 5 of the California Constitution;
3. Violation of Article I, Section 7(b) of the California Constitution;
4. Violation of the California Government Code Section 11135; and
5. Declaratory Relief.

TERMS OF THE SETTLEMENT

The Settlement Agreement on file with the Court fully describes the terms of the Settlement. In general, the Settlement would do the following:

1. The Settlement Agreement identifies a targeted subset of 37 LAUSD schools (the "Investment Schools") through the following criteria:
 - a. 33 were selected because of a high rate of teacher turnover;
 - b. 4 were selected based on a large high-school dropout rate; and
 - c. All have an API rank of 3 or below.
2. The Settlement Agreement requires LAUSD to provide support and resources aimed at stabilizing and improving a stable teaching force in the Investment Schools:
 - a. LAUSD will provide extra administrative staff, such as an Assistant Principal or Instructional Specialist, and a Secondary Counselor, PSA Counselor, or a Psychiatric Counselor, to each targeted school;
 - b. LAUSD will provide mentor teachers and ensure that new teachers receive extra time for mentoring as well as an additional certificated non-administrative position to provide support to the special education program;
 - c. LAUSD will implement 40 hours of professional development to the entire teaching staff in the Investment Schools in addition to normal professional development training;
 - d. Principals who remain at the Investment Schools may qualify to receive a stipend of \$7,500 for the 2015/2016 school year and \$10,000 for the 2016/2017 school year. Principals who fill a vacancy will receive \$10,000 recruitment incentive pay; and
 - e. LAUSD will continue to work with the leadership of each Investment School to ensure that the Schools are well staffed and receive priority in staffing each school. LAUSD will appoint an individual to oversee implementation of the program to ensure that it is effectively implemented.
3. To ensure that the provisions of the Settlement Agreement continue to make sense after implementation and in light of any future changes in circumstances, the Agreement provides that the Court will maintain jurisdiction to resolve any disputes concerning the Agreement until June 30, 2017.
4. Each party is responsible for his/her/its own attorneys' fees and costs. This means that no party has to pay attorneys' fees to another party, and that no party will receive attorneys' fees from another party. If you are a class member, you do not have to pay attorneys' fees to anyone; Plaintiffs are represented by *pro bono* counsel who are not charging fee for their services.

If the Settlement receives final approval from the Court, all members of the Certified Class of students at the named schools will be barred from commencing, prosecuting or continuing to prosecute any and all of the claims or causes of action alleged in the Action against any of the defendants.

NOTICE OF THE SETTLEMENT HEARING AND RIGHT TO OBJECT

A hearing (the "Settlement Hearing") will be held before the Honorable Mary H. Strobel in Department 311 of the Court at Central Civil West Courthouse, 600 S. Commonwealth Avenue, Los Angeles, California, 90005 on September 12, 2014 at 2:00 p.m. to consider whether the Settlement is fair, reasonable and adequate to the members of the Class. If you are a member of the Class you may, but are not required to, appear, personally or by counsel, and be heard at the Settlement Hearing, and may object to or express your views regarding the Settlement.

If you wish to object to the Settlement in writing, you must file a notice of objection on or before August 29, 2014, by mailing the objection by first class mail to:

Erin Darling, Public Counsel Law Center
610 S. Ardmore Avenue
Los Angeles, California 90005

A written notice of objection must state the class member's identity, state the identity of the class member's parent or guardian, state the grounds for the class member's objection, be signed by the parent or guardian of the class member, and indicate whether the objector wishes to be heard in person at the final approval hearing.

Class members are not required to do anything. Class members will lose the right to legally challenge the Settlement Agreement if they do not either object to the settlement in writing or appear at the Settlement Hearing on September 12, 2014.

NO OPT-OUT SETTLEMENT

The settlement means that LAUSD will provide additional resources to the 37 Investment Schools. Individual class members will not receive any money. Because the settlement involves injunctive relief and not money damages, class members may not opt out of the settlement.

ADDITIONAL INFORMATION

PLEASE DO NOT CONTACT THE COURT OR LOS ANGELES UNIFIED SCHOOL DISTRICT CONCERNING THIS ACTION. If you have any questions, please contact Class Counsel's hotline number: (213) 201-4711 or Erin Darling, Public Counsel Law Center, 610 S. Ardmore Avenue, Los Angeles, California 90005.

This notice does not fully describe the Action or the Settlement. You may inspect the court files regarding the Action at the Office of the Clerk of the Court, Superior Court of California for the County of Los Angeles, located at the Central Civil West Courthouse, 600 S. Commonwealth Avenue, Los Angeles, California, 90005 during regular court business hours.