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15 **UNITED STATES DISTRICT COURT**

16 **FOR THE EASTERN DISTRICT OF CALIFORNIA**

17 T.S. by and through their next friend ) Case No. 2:17-cv-00489-TNL-EFB  
JERAMIE STRUTHERS; J.M.B. and J.E.B., )  
18 by and through their next friend JAMES ) ORDER ENTERING SETTLEMENT  
BRANDT; E.A., by and through her next ) AGREEMENT, CONDITIONALLY  
19 friend HAZEL BRANDT; C.K. by and through ) DISMISSING ACTION WITHOUT  
20 her next friend TERESA HILL; and G.K. by ) PREJUDICE, AND RETAINING  
and through her next friend LESLIANN ) JURISDICTION  
21 JONES and all others similarly situated, )  
22 )  
Plaintiffs, )  
23 )  
vs. )  
24 )  
RED BLUFF JOINT UNION HIGH SCHOOL )  
25 DISTRICT, )  
26 )  
Defendant. )

27  
28 Order Entering Settlement Agreement, Conditionally Dismissing Action  
Without Prejudice, and Retaining Jurisdiction  
*T.S., J.M.B., J.E.B., E.A., C.K., AND G.K. ET AL. v.*  
*RED BLUFF JOINT UNION HIGH SCHOOL DISTRICT*  
Case No. 2:17-cv-00489-TNL-EFB

1 The Plaintiffs and the Defendant have entered into a Settlement Agreement and  
2 Incorporated Statement of Commitment (“Agreement”) (Exhibit B).

3 ORDER that the Settlement Agreement and Incorporated Statement of Commitment  
4 (Exhibit B) and all its terms are herein fully incorporated in this Order;

5 ORDER that the Court shall retain continuing jurisdiction over all of the terms in the  
6 Agreement to enforce as provided in the Agreement;

7  
8 ORDER that the Complaint is conditionally dismissed without prejudice, pursuant to Fed.  
9 R. Civ. Proc. 41(a)(2);

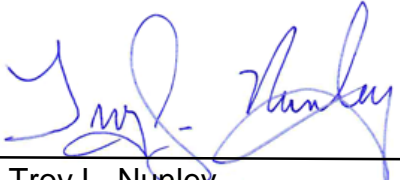
10 ORDER that the Court shall issue a final judgment with prejudice pursuant to Fed. R.  
11 Civ. Proc. 54 and subject to 28 U.S.C. § 1291, on occurrence of one of the events representing  
12 fulfillment of the Settlement Agreement as provided in Section F.7 of the Agreement;

13  
14 ORDER that the Court retain jurisdiction pursuant to 28 U.S.C. § 1331 to enforce any  
15 provision of the Agreement as provided for in Section F.7 of the Settlement Agreement;

16 ORDER that for all other purposes, this civil action is to be placed on the inactive docket,  
17 subject to recall to the active docket, should enforcement of the Agreement be necessary.

18 IT IS SO ORDERED

19 Dated: November 15, 2017

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Troy L. Nunley  
United States District Judge

1 Dated: November 13\_, 2017

Respectfully submitted,

2  
3 **SIEGEL, YEE & BRUNNER**

4 By  /s/ Jane Brunner

5 Jane Brunner, SBN 135422  
6 Dan Siegel, SBN 56400  
EmilyRose Johns, SBN 294319

7 **LEGAL AID AT WORK**

8 By  /s/ Kim Turner

9 Elizabeth Kristen, SBN 218227  
10 Kim Turner, 277520  
11 Attorneys for Plaintiffs and  
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13 **LEONE & ALBERTS**

14 By  /s/ Jimmie E. Johnson

15 Attorney's for Defendant Red Bluff Joint  
16 Union High School District