



3. Over a period of several months, the parties held numerous mediation sessions, many lasting an entire day. During this time period, fact discovery continued and plaintiffs' expert reports were produced.

4. The mediation process culminated in a proposed settlement (the "Settlement"), which is memorialized in a Settlement Agreement (the "Settlement Agreement"), a copy of which was lodged with this Court on or about June 24, 2003.

5. The parties in this class action then filed a joint motion for preliminary approval of the Settlement and for dissemination of notice pursuant to Fed. R. Civ. P. 23(e)(1)(B).

6. This Court held a telephonic hearing on July 15, 2003, at which it granted preliminary approval as set forth in the Court's Order dated July 21, 2003 (the "Notice Order").

7. Due notice of the pendency of this litigation, the substance of the proposed Settlement, and the Fairness Hearing was ordered given to all known class members in the form and manner approved and directed by the Notice Order. By its Notice Order, the Court approved a form of Notice to the Class (the "Class Notice") and ordered that the Class Notice be posted in various locations and provided to various persons, including legal representatives of members of the Class, in both English and Spanish language versions.

8. Defendants have shown, and this Court finds, that the Class Notice was timely provided in accordance with the Notice Order. The dissemination of the Class Notice in this manner was the best notice to the Class practical under the circumstances, and satisfies the requirements of due process and Federal Rule of Civil Procedure 23.

9. Pursuant to the Class Notice, all interested persons were given notice that the Court would hold a hearing on the joint motion for final approval on September 2, 2003 (the "Fairness Hearing").

10. As established in the Notice Order, the parties filed their Joint Motion for Final Approval of Settlement of Class Action on August 22, 2003.

11. The Court held a hearing on the joint motion for final approval on September 2, 2003 (the "Fairness Hearing"), at which all interested persons had an opportunity to be heard.

AND NOW, the Court having considered the parties' Joint Motion and the papers submitted and arguments made by both parties in support thereof, and the Court having considered all comments and/or objections to the settlement and all papers submitted and arguments made in connection therewith, it is this \_\_\_\_ day of September, 2003:

1. ORDERED THAT the class of persons certified by the Court in its Order dated March 7, 2002 (the "Class") shall constitute the class for Settlement purposes; and it is further

2. ORDERED THAT the Notice Order having provided that any and all objections to the proposed Settlement must be submitted to the Court on or before August 15, 2003, and the deadline for filing any such objections having passed; all persons are hereby BARRED and ENJOINED from filing any other objections to the Settlement; and it is further

3. ORDERED THAT, having considered all objections and comments, the Court declines to disapprove the Settlement on the basis of any such objections or suggestions; and it is further

4. ORDERED THAT, the Settlement is APPROVED as fair, reasonable, and adequate and in the best interests of the Class as a whole; and it is further

5. ORDERED THAT the parties shall consummate and implement the settlement in accordance with its terms and conditions; and it is further

6. ORDERED THAT neither the Settlement Agreement, nor the Settlement itself, nor this Order, nor any act performed or document executed pursuant to or in furtherance of the

Settlement Agreement is or shall be construed as or deemed to be evidence of a presumption, concession, or admission by the Defendants or the Plaintiffs, or any of them, of the truth or untruth of any fact alleged or the validity or invalidity of any claim that has or could have been asserted in this litigation, or the deficiency or merit of any defense that has or could have been asserted in this litigation, or of any liability, fault, wrongdoing, or otherwise of the Defendants, or any of them, except under those circumstances expressly set forth in the Settlement Agreement; and it is further

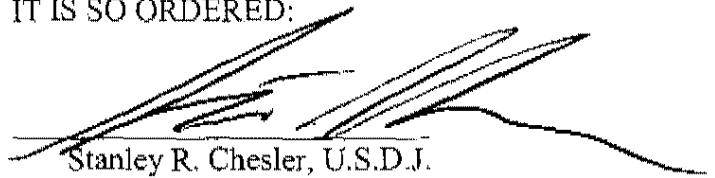
7. ORDERED THAT no class member shall hereafter sue, or bring or assign any cause of action, for declaratory, injunctive, or other equitable relief, against Defendants, the Department of Human Services or the Division of Youth and Family Services, or any employee, representative or agent of Defendants, the Department of Human Services or the Division of Youth and Family Services, in this or any other Court, based upon events occurring prior to the signing of the Settlement Agreement, except as otherwise expressly provided in the Settlement Agreement, and no class member shall commence any new action for systemic declaratory, injunctive or other equitable relief based on actions or omissions by defendants occurring after the signing of the Settlement Agreement and prior to December 31, 2005 (except that this Order shall not bar future actions by an individual seeking damages or equitable relief tailored solely to that individual's specific circumstances, except to the extent set forth in Section V.D.2 of the Settlement Agreement regarding the inadmissibility of certain evidence, nor shall this Order bar plaintiffs, in an action for systemic declaratory, injunctive or other equitable relief commenced after December 31, 2005 and based on claims arising after December 31, 2005, from offering into evidence facts, events, actions or omissions which may have occurred prior to December 31, 2005); and it is further,

8. ORDERED THAT the parties shall comply with all terms and provisions of this Order and the Settlement, cooperate with each other in good faith to carry out the purposes of and effectuate the Settlement, promptly perform their respective obligations as described in the Settlement Agreement, and promptly take any and all actions and execute and deliver any and all additional documents reasonably necessary or appropriate to carry out the terms of or effectuate the actions contemplated by the Settlement Agreement; and it is further

9. ORDERED THAT the Clerk shall remove this case from the docket of active cases, without awarding costs or attorneys' fees in favor of or against any party (except as provided in the Settlement Agreement or as may otherwise be provided by future Order of this Court); and it is further

10. ORDERED THAT, without in any way affecting the finality of this Order, this Court reserves jurisdiction for the limited purposes of: (a) enforcing the terms of the Settlement, if necessary, according to the terms of the Settlement Agreement, including the requirement to exhaust the dispute resolution mechanisms set forth therein prior to seeking Court intervention; and (b) deciding any future application for attorneys' fees and costs as may arise in connection with the implementation and enforcement of the Settlement.

IT IS SO ORDERED:



Stanley R. Chesler, U.S.D.J.

Sept 2, 2003