

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
MCALLEN DIVISION

AMALIA RAMIREZ CASTELANO, <i>et al</i> ,	§	
	§	
Petitioners,	§	
VS.	§	CIVIL ACTION NO. M-08-57
	§	
CONDOLEEZZA RICE, <i>et al</i> ,	§	
	§	
Respondents.	§	

**ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT**

Before the Court is the Joint Motion for Preliminary Approval of Class Action Settlement (the “Motion”) filed by Plaintiffs Amalia Ramirez Castelano, Sofia Elizabeth Lopez, and J.S., a minor by and through his next friend Sonia Raquel Cantu-Sanchez, on behalf of themselves, the Class and all Class Members and Defendants (collectively, the “Settling Parties”). Whereas the Settling Parties have reached an agreement to settle, subject to approval of the Court pursuant to 23(e) of the Federal Rules of Civil Procedure; the Court has read and considered the Stipulation and Agreement of Settlement and Release (the “Settlement Agreement”) signed by the Settling Parties, which sets forth the terms and conditions of the proposed settlement of the Action; and the Settling Parties have consented to the entry of this Order;

The Court has decided to GRANT the Motion.

IT IS THEREFORE ORDERED THAT:

1. This Order (the “Preliminary Approval Order”) incorporates by reference the definitions in the Settling Parties’ Stipulation and Agreement of Settlement and Release (the “Settlement Agreement”), and all terms used herein have the same meanings as set forth in that Settlement Agreement, unless otherwise defined herein.

2. The terms of the Settlement Agreement are preliminarily approved. The Court finds that the Settlement Agreement has no obvious deficiencies, is within the bounds of a reasonable settlement, and that the amount of attorneys’ fees and expenses is within the bounds of a reasonable settlement.

3. Pursuant to Federal Rule of Civil Procedure 23(b), the Court conditionally certifies, subject to final certification in connection with final approval of the Settlement Agreement, the Class as defined in the Settlement Agreement.

4. The Court approves, as to form and content, the Notice to the Class (“Notice”), attached as Exhibit E to the Settlement Agreement and said Notice shall also be translated in Spanish, by a certified translator.

5. Within five (5) business days of the date of this Order, Defendants shall publish the Notice as specified in Paragraph 79 of the Settlement Agreement.

6. Compliance with the procedures specified in Paragraph 79 of the Settlement Agreement satisfies the notice requirements of Federal Rule of Civil Procedure 23(e).

7. The Court will hold a Final Settlement Hearing (“Fairness Hearing”) on August 14, 2009 at 10 a.m. to determine whether the terms of the Settlement Agreement are fair, reasonable, and adequate and should be approved by the Court, and to rule upon other matters as the Court may deem appropriate; and whether a Final Judgment, attached as exhibit F

to the Settlement Agreement, should be entered and the Released Parties should be released from the Settled Claims by the Releasing Parties, as provided in the Settlement Agreement.

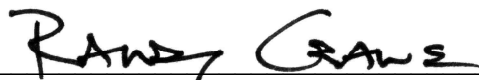
8. Any Class Member may appear at the Fairness Hearing and show cause why the Settlement Agreement should not be approved as fair, reasonable, and adequate; provided, however, that no class member shall be entitled to contest the approval of the terms and conditions of the Settlement Agreement, or, if approved, the judgment thereon, unless he/she first submits written objections in accordance with the instructions contained in the Notice.

9. Any Class Member who intends to make an appearance at the Fairness Hearing, either in person or through counsel at that Class Member's expense, must deliver to Class Counsel and Defendants' Counsel and file with the Court, no later than 5 business days before the Fairness Hearing, a notice of intention to appear and a statement identifying any documents the Class Member will seek to introduce or witnesses the Class Member will seek to call at the Fairness Hearing.

10. Any Class Member who fails to comply with paragraphs 8 and 9 shall waive and forfeit any and all rights that Class Member may have to appear separately or object, or to take any appeal of the orders of judgment in this action, and shall be bound by all the terms of this Settlement Agreement, and any other orders of the Court, upon final approval of the settlement.

11. The Court may continue or adjourn the Fairness Hearing from time to time and without further notice to the Class. The Court reserves the right to approve or modify the Settlement Agreement at any time as may be consented to by the Settling Parties and without further notice to the Class. The Court further reserves the right to enter an order of final judgment and dismissal, dismissing the action with prejudice as to the Defendants and against the Plaintiffs and the Class Members at any time and without further notice to the Class.

SO ORDERED this 7th day of July, 2009, at McAllen, Texas.

A handwritten signature in black ink that reads "Randy Crane". The signature is written in a cursive style with a horizontal line underneath it.

Randy Crane
United States District Judge