

**IN THE UNITED STATES DISTRICT COURT**

**FOR THE DISTRICT OF NEW MEXICO**

FILED  
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CLERK OF COURT

JOE TORRES and EUFRASIO ARMIJO,  
on their own behalf and on behalf of  
a class of similarly situated persons,

Plaintiffs,

vs.

No. CIV-07-00328 MCA/WDS

VALENCIA COUNTY BOARD OF  
COMMISSIONERS; CORNELL COMPANIES,  
INC.; MICHAEL OLIVER,  
in his individual and official capacities; and  
DAVID GRIEGO,

Defendants.

**FINAL JUDGMENT OF DISMISSAL AND ORDER  
GRANTING FINAL APPROVAL OF SETTLEMENT AGREEMENT**

THIS MATTER came before the Court upon the Joint Unopposed Motion of Plaintiffs and Class Representatives Joe Torres and Eufrasion Armijo (hereinafter, "Plaintiffs" or "Class Representatives"), Defendants Valencia County Board of Commissioners and Michael Oliver, and Defendants Cornell Companies, Inc. and David Griego (all Defendants are hereinafter collectively referred to as "Defendants," and Plaintiffs and Defendants are hereinafter collectively referred to as "the Parties") for final approval of the Stipulation of Settlement ("Settlement Agreement") entered into by the Parties. The Court has considered the facts and legal authorities set forth in the Parties' Joint Unopposed Motion for Final Approval of Class Action Settlement Agreement, the Memorandum in Support of Approval of Reasonable Attorneys' Fees, Costs and Incentive Payments, and the affidavits submitted in support thereof; has reviewed the terms of the Settlement Agreement; has considered the matters presented to the

Court at the Final Fairness Hearing held on July 13, 2009; and has determined that there is good cause for final approval of the Settlement Agreement and entry of this Order. Therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The notice provided to Class Members of the Settlement Agreement was the best notice practicable under the circumstances, within the meaning of Fed.R.Civ.P. 23(c)(2)(B).
2. No objections were received by any Class Member to the Settlement Agreement.
3. The Court concludes that the Settlement Agreement was entered into in good faith, is reasonable, fair and adequate, and in the best interest of the Class, and should be and hereby is approved.
4. All claims in the Action as to the Released Persons as defined in the Settlement Agreement, including all claims for declaratory and injunctive relief, should be and hereby are dismissed with prejudice.
5. All Settlement Class Members as defined in the Settlement Agreement ("SCMs") are enjoined from asserting against any Released Person, any and all claims that the SCMs had, has or may have in the future arising out of the facts alleged in the Complaint.
6. Each Released Person is released from the claims which any SCM has, had or may have in the future, against such Released Person arising out of the facts alleged in the Complaint.
7. No person may assert any claim against the Class Representatives, Class Counsel, Defendants, Defense Counsel, or the Claims Administrator based on the

distribution of the Settlement Fund made substantially in accordance with the Settlement Agreement and/or the orders of the Court.

8. Payments to Class Members shall be made as soon as practicable pursuant to the formula and procedure set forth in the Settlement Agreement.
9. The total amount of the settlement fund (\$3,300,000) is approved. Class Counsel are awarded reasonable attorneys' fees, costs and gross receipts in the total amount of \$1,100,000, to be paid forthwith from the settlement fund.
10. Class Representatives are awarded incentive payments in the amount of \$42,500 per Class Representative, in addition to whatever payments to which they are entitled as Class Members, to be paid forthwith from the settlement fund.
11. The Court reserves continuing and exclusive jurisdiction over the Parties to the Settlement Agreement, including Defendants and SCMs, to administer, supervise, construe and enforce the Settlement Agreement in accordance with its terms for the mutual benefit of all the Parties.

IT IS SO ORDERED.

DATED: July 13, 2009

  
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U.S. DISTRICT COURT JUDGE