

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA**

J.D., L.E., and R.A., minors
by and through their *Guardian*
Ad Litem, Damekia Morgan,
on behalf of themselves and others
similarly situated;

Plaintiffs,

CLASS ACTION

CIVIL ACTION NO. 07-9755

v.

C. RAY NAGIN, Mayor, City of New Orleans; RICHARD A. WINDER, Director, Department of Human Services, City of New Orleans; MUBARAK A. KAREEM, Social Services Coordinator, Department of Human Services, OZZIE WILLIAMS, Acting Supervisor, Youth Study Center; DARRYL KILBERT, Superintendent of New Orleans Public Schools; and WOODY KOPPEL, President of Orleans Parish School Board; and ORLEANS PARISH SCHOOL BOARD in their official capacities.
Defendants.

CONSENT DECREE
CONDITIONS OF CONFINEMENT CLAIMS

I. INTRODUCTION

1. **Parties.** *Plaintiffs* are members of a certified class of pretrial detainees at the Youth Study Center ("YSC") in New Orleans, Louisiana. On February 6, 2009, the Court certified a Plaintiff Class comprised of all children who are now, or in the future will be, confined at the YSC. The "*City Defendants*" are Defendants C. Ray Nagin, Mayor, City of New Orleans; Richard A. Winder, Director, Department of Human Services, City of New Orleans; Mubarak A. Kareem, Social Services Coordinator, Department of Human Services; and Ozzie Williams, Acting Supervisor, Youth Study Center. The "*School Board Defendants*" are Defendants Darryl Kilbert, Superintendent of New Orleans Public Schools; Woody Koppel, President of Orleans Parish School Board; and the Orleans Parish School Board ("OPSB"). This Consent Decree is entered into by and between Plaintiffs, the City Defendants, and the School Board Defendants (collectively, the "Parties").

2. Counsel. Class Counsel for Plaintiffs is comprised of a team of lawyers from the Juvenile Justice Project of Louisiana (JJPL), which is a juvenile justice advocacy organization, and from Holland & Knight LLP, an international private law firm with a long-standing reputation of providing pro bono services to the poor and with decades of experience in civil rights and class action litigation across the United States. The City Defendants are represented by the City Attorneys from the City of New Orleans Law Department. The School Board Defendants are represented by the law firm Bryan & Jupiter, APLC.

3. Lawsuit. More than four years ago, in August 2005, Hurricane Katrina ripped through New Orleans, Louisiana and flooded over 80% of the city. In the aftermath of Hurricane Katrina, the Federal Emergency Management Agency (FEMA) declared the YSC irreparably damaged. On December 21, 2007, Plaintiffs filed a Class Action Complaint ("Complaint") in the United States District Court for the Eastern District of Louisiana against the City Defendants and the School Board Defendants seeking declaratory and injunctive relief for federal constitutional and statutory violations arising out of the conditions of confinement and educational services provided at the YSC. The City Defendants and the School Board Defendants answered the Complaint, denying that they violated Plaintiffs' federal constitutional and statutory rights, and asserting various affirmative defenses.

4. Settlement Negotiations. Settlement Negotiations. Pursuant to the Court's August 22, 2008 order, the Parties underwent discovery with a target completion date of June 5, 2009. While actively pursuing discovery, in May 2009, the City Defendants, the School Board Defendants and Class Counsel began negotiations regarding the implementation of policies and procedures designed to address and remedy the federal constitutional and statutory claims alleged in the Complaint. After a status conference with the Court, the Parties filed, on June 4, 2009, Proposed Settlement Procedures and Proposed Class Notices that outlined the Parties' agreed upon plan to pursue settlement negotiations.

According to the Settlement Procedures, which the Court approved after notice and hearing on June 8, 2009, the Parties agreed to mutually retain consultants with expertise in the operation of juvenile detention facilities and in the provision of educational services for detained youth. The Parties further agreed to consult in good faith with the consultants to develop and implement mutually agreed upon remedial plans that include policies and procedures for providing detention services and educational programs to youth detained at the YSC that are in accordance with all applicable constitutional and federal and state statutory standards, noting specifically that the City Defendants deny that any constitutional, federal or state, standards have been violated. The Parties agreed that should settlement negotiations prove successful, they would present to the Court a Consent Decree that encompasses the terms of the mutually agreed upon remedial plans relating to the Plaintiffs' conditions of confinement and educational claims.

On August 20, 2009, the Parties were pleased to report that after extensive negotiations that included exceptional work by the Parties' mutually agreed upon expert, Paul DeMuro, the City Defendants proposed major changes to the operations of the YSC that are acceptable to the Plaintiffs. The Parties further reported that the School Board Defendants had implemented some, and stood ready to implement most, of the recommendations proposed by Carol Cramer Brooks,

the mutually retained Education Consultant, in a comprehensive plan to overhaul the education program at the YSC. While the City Defendants and the School Board Defendants have denied and continue to deny liability for any and all claims alleged by the Plaintiffs in their Complaint, the settlement negotiations among the Parties and with the mutually retained experts have resulted in this Consent Decree.

5. Purpose of this Consent Decree. The Parties and Class Counsel now wish to effect a full, final and complete resolution and settlement of all claims, disputes and controversies relating to the allegations made by the Plaintiffs and to resolve their differences and disputes by settling their controversy in such manner as to: (1) promulgate and implement policies and procedures that improve the operation of the YSC and provide appropriate services to youth detained at the YSC; (2) promulgate and implement policies and procedures that improve educational programming to youth detained at the YSC; (3) achieve improvements in both the conditions of confinement at the YSC and in the educational programming at the YSC in a manner that satisfies all applicable constitutional and federal and state statutory standards; and (4) avoid the uncertainties and costs of further or future litigation.

6. Successors and Assigns. This Consent Decree is binding on all successors, assigns, heirs, administrators and personal representatives of the Plaintiffs, Class Counsel, the City Defendants, and the School Board Defendants.

II. CONDITIONS PRECEDENT OF THIS CONSENT DECREE

This Consent Decree is conditioned upon, and will be effective only upon, the occurrence of all of the following events specified below:

1. Joint Motion. The Parties move for an order granting preliminary approval of this Consent Decree and Notice of Proposed Class Action Settlement.

2. Notice and Opportunity to Object. Notice of Proposed Class Action Settlement, as approved by the Court, is provided to the Plaintiff Class, and class members will have a sufficient opportunity to object to the Court's approval of this Consent Decree by submitting memoranda in opposition within the time prescribed by the Court.

3. Fairness Hearing. After reviewing any and all objections that are timely filed, the Court will hold a hearing on a predetermined date and time to decide whether or not to approve this Consent Decree.

4. Court Approval. Final Approval of the Consent Decree and entry of Final Judgment by the Court in accordance with the terms set forth herein, as modified, if necessary, by the Parties in response to any objections raised and addressed during the Fairness Hearing.

5. Waiver of Class Counsel Attorneys' Fees. In the event that the Court approves this Consent Decree, Class Counsel waives any entitlement to claim attorneys' fees and costs

incurred in bringing and maintaining Plaintiffs' class action lawsuit up to and including the date of the Court's entry of Final Judgment in this lawsuit.

6. Implementation of Terms of Consent Decree. The City Defendants and the School Board Defendants agree to exercise good faith to implement the terms of this Consent Decree as soon as practicable, and pursuant to the specific dates set forth below, and, in any event, no later than two (2) years from the date of entry of Final Judgment.

III. TERMS OF CONSENT DECREE (CONDITIONS OF CONFINEMENT CLAIMS)

1. Actions to Address Immediate Concerns. Pursuant to the recommendations proposed by the Parties' mutually agreed-upon expert, Paul DeMuro, who has expertise in the operation of juvenile detention facilities, the City Defendants have agreed to take the following action to address immediate concerns about the conditions of confinement at the YSC:

A. Fire Safety and Prevention

The New Orleans Fire Department inspected plans for the current and projected configuration of the Youth Study Center in July 2009. As part of the inspection of the plans, a senior member of the Fire Department reviewed the entire system of fire safety at the YSC to make recommendations for improvement to the entire fire safety system at the YSC.

The City Defendants agree to:

- i. implement all of the recommendations made by the New Orleans Fire Department on or before November 15, 2009.
- ii. conduct quarterly fire drills during each shift for a minimum of twelve (12) fire drills per year.
- iii. schedule routine inspections of the YSC premises by the State Fire Marshall, as per their regulations, to ensure that the fire equipment is in proper condition.
- iv. ensure that the YSC staff receives training in the use of fire extinguishers by the New Orleans Fire Department.
- v. ensure that the YSC staff is equipped with Tier 2 radio equipment.

B. Building Safety

During construction of the new juvenile detention facility, *the City Defendants agree* to take the following immediate actions to safeguard the youth:

- i. immediately cordon off construction areas;
- ii. immediately implement a plan of daily “walk-throughs” with the construction foreman and a representative of the YSC to note hazards and potentially dangerous conditions; and
- iii. conduct daily “walk-throughs” during construction of the new juvenile detention facility.

C. Youth Security in Detention

The Parties acknowledge that the ongoing construction of the new detention facility presents additional security concerns for the youth detained in YSC. Consequently, the use of shackles will be limited to only circumstances where the security and safety of youth is compromised, and *the City Defendants agree* to take the following immediate actions:

- i. Youth will NOT be shackled while being transported within the building unless there is a security reason.
- ii. When youth are shackled within the building for security reasons, this will be logged and must be approved by the superintendent.
- iii. Until the perimeter is secured, youth will be shackled when taken to the trailer for visits or sick calls.
- iv. When transferring youth outside of the facility or if security in the facility is breached, the City retains the right to use restraints.

D. Food Service

The City Defendants agree:

- i. to allow the Louisiana Department of Health & Hospitals to routinely inspect the YSC food service area on an annual basis as per its regulations.
- ii. That the modular construction will include a separate eating area, as submitted to FEMA, if approved by FEMA.
- iii. to comply with ALL state health and licensing standards.
- iv. to acquire additional refrigeration and freezer capacity.

E. Intake/Admissions Process

The City Defendants agree that:

- i. new admissions will not be put on lockdown for the first twenty-four (24) hours unless there is a specific security reason. This reason must be documented and approved.
- ii. admissions will be done by only 1 of 2 staff members who will be retrained on the admissions process, including administration of the MAYSI-2 screening form. Such staff members shall also:
 1. be retrained on general orientation procedures;
 2. be retrained on proper completion of all intake and admission forms; and
 3. be retrained on proper administration of the MAYSI-2.
- iii. completed MAYSI-2 will be properly filed and, where appropriate, flagged for follow-up.
- iv. all new admissions will receive a medical examination within 24 hours of admission, with the exception of youth who are admitted during a weekend.
- v. any youth admitted on a weekend will be given a medical examination on the following workday.

F. Health/Medical Care

The City Defendants agree:

- i. to inform all staff that they cannot screen a request for medical and/or dental care, but that all requests will be forwarded to Medical Staff.
- ii. to retain a Medical Records Clerk who shall assist the medical staff in providing medical care and record keeping.
- iii. that staff shall not deny a youth who has requested medical care access to appropriate medical care.

G. Room Confinement

The City Defendants agree that:

- i. staff shall not order a youth to room confinement for more than eight (8) hours within a 24 hour period.
- ii. any room confinement in excess of eight (8) hours within a 24 hour period must be approved by the Supervisor.
- iii. in the event that, upon Supervisor approval, a youth is ordered to room confinement for more than eight (8) hours within a 24 hour period, a member of the Medical Staff and/or Counselors must evaluate that youth daily.

H. Air Conditioning/Temperature Control

The City Defendants agree that:

- i. air conditioning units and the temperature in the school areas will be adequately maintained.
- ii. if an air conditioner breaks, the staff shall monitor and document the temperature in the school area and the sleeping areas; fans shall be made available to the youth.

I. Grievance Policy

The City Defendants have produced a copy of a new grievance policy to Plaintiffs and such policy has been reviewed and approved by Paul DeMuro.

The City Defendants agree:

- i. to implement the new grievance policy.
- ii. to make the new grievance policy part of the Policies and Procedures Manual for the Youth Study Center.

J. Housing of Girls at Youth Study Center

The City Defendants agree that:

- i. prior to the delivery and implementation of the modular units, the girls shall be housed in one of the newly renovated class rooms, with appropriate bedding, daytime space and space to store personal items.
- ii. the rooms to which the girls shall be moved shall contain window coverings installed for privacy.
- iii. when girls are showering on one of the boys' units, all males will be removed from the unit to ensure privacy.

K. Administration

The City Defendants agree that:

- i. Administrative Staff shall be moved from the trailer currently being used to a renovated area in the facility itself on or before the completion of the renovations.

L. Outdoor Space

The Youth Study Center currently has a seating space for outdoor and fresh air time for youth.

The City Defendants agree to:

- i. complete the repairs on the outdoor space that is now available on or before January 15, 2010.

2. Actions to Address Short and Mid Term Concerns. The City Defendants agree that in developing policies and procedures to address short and mid-term concerns, the overall goal is reliance on programming and recreation, and not on lockdown. This emphasis on programming and recreation shall be reflected in the policies and procedures promulgated and implemented by the City Defendants. Pursuant to the recommendations proposed by the Parties' mutually agreed-upon expert, Paul DeMuro, the City Defendants have agreed to take the following action to address the short and mid-term concerns about the conditions of confinement at the YSC:

A. Policies and Procedures

The City Defendants agree to use, as a framework, the policy submitted to the Parties by Paul DeMuro. Youth Study Center Administration and Staff have reviewed the policies and procedures and made appropriate annotations to same so that it is tailored to the Youth Study Center's needs. The City has contracted with Anne Nelsen, an expert in the field, to assist the City in this endeavor. The first of these annotations were given to Anne Nelsen on July 31, 2009. Ms. Nelsen will assist the City in producing a working draft on or before November 15, 2009.

The City Defendants agree:

- i. to contract Anne Nelsen to assist with development of a comprehensive policies and procedures manual.
- ii. that these policies and procedures will be Standard Operating Procedure for the Youth Study Center.
- iii. that the Policies and Procedures Manual for the Youth Study Center will be complete on or before December 31, 2009.
- iv. to provide Plaintiffs with a copy of the official Policies and Procedures Manual for the Youth Study Center on or before December 31, 2009.
- v. that the provisions of the official Policies and Procedures Manual for the Youth Study Center shall remain in force for two years, and that the City Defendants may amend such provisions from time to time only with the Plaintiffs' prior written consent, which shall not be unreasonably withheld.
- vi. that in the event of a dispute about amendments to the official Policies and Procedures Manual for the Youth Study Center, such dispute shall be submitted to the Court for resolution.

B. Training

The City Defendants agree to obtain a "Needs Assessment" from a nationally recognized association acceptable to Paul DeMuro. Once an assessment is performed, the City Defendants shall have the training performed pursuant to the conclusions of the assessment. This training shall be phased in with the City agreeing to an initial forty (40) hour pre-service training for present and newly hired Counselors and a fifteen (15) hour in-service training in subsequent years for its Counselors.

The City Defendants agree:

- i. to implement a training program.
- ii. to obtain a Needs Assessment from a nationally recognized expert in best practices in Juvenile Detention that shall:
 1. identify current training needs; and
 2. be completed on or before December 31, 2009.
- iii. that all current staff and new hires shall receive an initial forty (40) hour pre/in-service training as developed through the Needs Assessment.

C. Governance Structure

The City Defendants agree to maintain a full-time Superintendent with juvenile justice experience, a fulltime Assistant Superintendent, and a Social Services Specialist. The Assistant Superintendent shall handle, in addition to other duties, the grievance procedures, as well as supervise the intake and admissions process and daily operations of the facility. The Social Services Specialist shall supervise the counselors' training.

The City Defendants agree:

- i. to work with the City's Civil Service Commission to develop an action plan on or before the target date of December 31, 2009, for the advertisement, recruitment, and hiring of qualified candidates to fill the positions of Superintendent, Assistant Superintendent and Social Services Specialist, subject to the conditions of III below.
- ii. to hire a full time Superintendent on or before the target date of October 1, 2010, subject to the conditions of III below.
- iii. to hire a full time Assistant Superintendent on or before the target date of October 1, 2010, subject to the conditions of III below.

- iv. to hire a full time Social Services Specialist on or before the target date of October 1, 2010, subject to the conditions of III below.
- v. that the full time Superintendent shall have a background in juvenile justice.
- vi. that the Assistant Superintendent shall handle such administrative responsibilities as set out in the Policy and Procedure Manual.
- vii. to designate one person for each shift as who shall:
 - 1. be responsible for supervising the overall operation of the facility during that shift;
 - 2. conduct walk-throughs of the facility and handle any large scale problem or emergency; and
 - 3. handle intake, grievances and problems on units without any disruption to the operation of the unit.
- viii. to designate one person in each unit who shall:
 - 1. monitor adherence to schedule on that unit;
 - 2. supervise all other staff on the unit;
 - 3. be responsible for ensuring that all policies and procedures are adhered to on the unit;
 - 4. be responsible for ensuring that all paperwork, including shift paperwork, is properly completed on the unit; and
 - 5. be responsible for completing the shift paperwork.

D. Professional Services

1. *Clinical Director and Social Workers*

The City Defendants agree to hire one social worker per unit on or before January 1, 2010. Currently, there are only two units operating, but only one social worker. The City Defendants agree that the first social worker hired shall have a Master's degree in Social Work, and that this social worker shall also officially serve as the "Clinical Director" at the Youth Study Center. When the third modular unit becomes fully operational, the City shall then retain a third social worker for that unit. The other two social workers at the YSC shall work under the Clinical Director's supervision.

The City Defendants agree:

- i. to work with the City's Civil Service Commission to develop an action plan on or before the target date of December 31, 2009, for the advertisement, recruitment, and hiring of qualified candidates to fill the positions of social worker and Clinical Director, subject to the conditions of III below.
- ii. to maintain three social workers on staff on or before the completion and operation of new modular units.
- iii. that two of the three social workers shall have bachelor level degrees in Social Work.
- iv. that one social worker shall have a Masters Degree in Social Work in the field of Behavioral Health.
 1. This social worker shall serve as the Clinical Director.
- v. that the Clinical Director's responsibilities for monitoring of psychotropic medication, supervising the two other social workers, and coordinating group therapy, individual counseling and other mental health programming, shall be as set forth in the Policy and Procedure Manual.

2. Recreational Specialists

The City Defendants agree to hire one full-time and one half-time dedicated Recreational Specialists to design and implement recreational programming for the youth. Such programming shall include, but is not limited to, outdoor activities, passive recreation, and weekend activities.

The City Defendants agree that:

- i. they will work with the City's Civil Service Commission to develop an action plan on or before the target date of December 31, 2009, subject to the conditions of III below, for the advertisement, recruitment, and hiring of qualified candidates to fill the positions of Recreational Specialists.
- ii. the Recreation Specialists shall focus exclusively on recreation programming.
- iii. a full-time Recreation Specialist shall be present at the YSC from 3:00 p.m. to 8:00 p.m. 7 days per week.

3. Health Services Staff

The City Defendants have hired and agree to retain a Records Clerk to assist its present nurse. In addition, the City shall also hire a Medical Assistant to work on Saturdays and four other days during the week. The City shall hire the Medical Assistant on or before the target date of October 1, 2010 subject to the conditions of III below. In addition to retaining a Medical Doctor, the City shall hire an additional Doctor to ensure that a Medical Doctor shall be on site at the YSC to care for the youth six days per week, Monday through Saturday, for an hour and a half each day, or until examinations are complete. A Medical Doctor shall be on call for emergencies 24 hours a day, seven days a week.

The City Defendants agree that:

- i. they will work with the City's Civil Service Commission to develop an action plan on or before the target date of December 31, 2009, subject to the conditions of III below for the advertisement, recruitment and hiring of qualified candidates to fill the positions of Medical Director, Medical Assistant, and Records Clerk.
- ii. an additional doctor shall be hired on a contractual basis on or before the target date of October 1, 2010, subject to the conditions of III below
- iii. one of the doctors shall be designated the "Medical Director."
- iv. a full-time "Medical Clerk" shall be retained to maintain medical record.
- v. a full-time "Medical Assistant" shall be hired on or before the target date of October 1, 2010, subject to the conditions of III below, to perform such responsibilities, all as set forth in the Policy and Procedure Manual, with respect to:
 - i. preparing medications for dispensing;
 - ii. dispensing medications;
 - iii. administering shots;
 - iv. training staff on proper dispensing of medications; and
 - v. any other duties as assigned by the Medical Director,

E. Supervision of the Youths/Direct Staff

The City Defendants agree to a Counselor-to-youth ratio of one-to-eight (1:8) during the first two shifts and a one-to-ten ratio (1:10) during the night shifts. These staffing patterns will require the City Defendants to hire additional counselors, who will be phased in over time. The modular units will require additional staffing as well.

F. Capacity of the Youths Housed at Youth Study Center

The City Defendants agree to limit the capacity of juveniles housed at the Youth Study Center to the number of beds in the facility. Presently, there are thirty-two (32) beds available for males, limiting capacity of male juveniles to thirty-two (32) beds and four beds available for females, limiting capacity of female juveniles to four beds. Under no circumstances shall any empty beds for one gender be used to accommodate another gender. When the modular units are opened and the maximum number of fifty (50) beds are made available, capacity shall be limited to fifty youths.

G. Compliance and Monitoring

The City Defendants agree to hire Paul DeMuro for compliance and monitoring of the terms of this Consent Decree, provided that Mr. DeMuro can be retained on reasonable terms and conditions.

- i. Mr. DeMuro shall have reasonable access to the YSC's facilities to monitor compliance with the terms of this Consent Decree.
- ii. Mr. DeMuro will conduct compliance and monitoring assessments of the Youth Study Center three times per year.
- iii. Mr. DeMuro will report the results of his assessments in writing to the Court and to the Parties.
- iv. Thirty (30) days prior to filing his quarterly report of his assessments to the Court, Mr. DeMuro shall submit a draft of his report to the Parties and allow the City Defendants an opportunity to cure any specified deficiencies noted in the report during such thirty (30) day period. In no event shall this opportunity to cure prevent or unreasonably delay Mr. DeMuro's filing of his reports and assessments to the Court.
- v. Prior to filing any motion challenging the adequacy of the City Defendants' compliance with the Consent Decree, Plaintiffs shall first notify counsel for the City Defendants of the alleged noncompliance, and the City Defendants shall, together with Mr. DeMuro, negotiate with Plaintiffs towards an informal resolution.

III. TARGET DATES

- i. The Parties agree that the dates for performance set forth herein are goals that the City Defendants will try in good faith to achieve ("target dates"). Failure to achieve a particular goal by the target date shall not be considered a violation of this Consent Decree unless the City Defendants are not proceeding in good faith to achieve said goal. It is the Parties' intent that all such goals set forth in this

Consent Decree shall be achieved no later than two years from the date of the Order approving settlement.

- ii. The City Defendants have already begun the process of hiring additional staff agreed to in the "Governance" and "Professional Services" sections above. Because all of these positions are Civil Service positions, however, the hiring of such additional staff is an on-going process, which may result in unavoidable delays. Nevertheless, the City will, in good faith, use reasonable diligence to fill these positions on or before the end of the two-year for provided for in Section V below ("Jurisdiction").


IV. SCOPE OF STIPULATED REMEDIES

- i. The Parties agree that the stipulated remedies set forth in this Consent Decree are narrowly drawn, extend no further than necessary to correct the violation of Federal rights alleged by Plaintiffs, and are the least intrusive means necessary to correct the violation of Federal rights alleged by Plaintiffs.
- ii. The Parties agree that nothing in this Consent Decree will constitute either an admission of liability or any evidence of liability in any respects, including but not limited to any individual suits for damages which are presently pending or which will be filed. The parties have entered into this agreement due to uncertainties of trial and to end litigation.
- iii. Upon entry of an Order approving the Consent Decree evidencing the agreed upon remedial plan, the Parties agree that all claims, disputes and controversies arising out of this lawsuit shall be completely settled and compromised pursuant to the provisions and the effect of said Order.

V. JURISDICTION

- i. The Court retains jurisdiction of this case to enforce the Order approving the terms of this Consent Decree for a time period of two years from the date of the Order approving settlement. At the end of this time period, the Consent Decree evidencing the remedial plan will automatically cease and become null and void, without any Order being required by the Court, except that prior to the expiration of this time period either party may obtain an extension of the two-year limitation on the Court's jurisdiction over this Consent Decree upon a showing of good cause therefor.

SO ORDERED, this the 12th Day of February, 2010.


The Honorable Ivan L.R. Lemelle

United States District Judge

Agreed:

By: Stephen F. Hanlon
Stephen F. Hanlon
Holland & Knight LLP
Class Counsel

Date: 10/26/09

By: Carol A. Kolinchak
Carol A. Kolinchak
Juvenile Justice Project of Louisiana
Class Counsel

Date: 10/26/09

By: Darlicia Morgan
Darlicia Morgan
Plaintiffs' Guardian ad Litem

Date: 10/26/09

By: Clare Jupiter
Clare Jupiter
Bryan & Jupiter, APLC
Counsel for the School Board Defendants

Date: NA

By: Noian P. Lambert
Noian P. Lambert
Chief Deputy City Attorney
Counsel for the City Defendants

Date: 10/26/09

8927432_v1