

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION**

T.P., a minor,
through his guardian Eli Zlokas and
Jennifer Staley McCrady
as next friend

C.K., a minor,
through his guardian Shawn Gatto
and
Jennifer Staley McCrady
as next friend

W.R., a minor,
through his guardian Celia Barlow
and
Jennifer Staley McCrady
as next friend

Individually and on behalf of all others
similarly situated

Plaintiffs,

v.

MCKEESPORT AREA SCHOOL DISTRICT,

Defendant.

G.D. 10-019236
Class Action

ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

AND NOW, this 23 day of August, 2012, upon consideration of the **Joint Motion for Preliminary Approval of Proposed Class Action Settlement Action** and for the reasons stated on the record this day during the Fair Hearing of this matter, it is hereby **ORDERED** that the **Joint Motion for Preliminary Approval of Proposed Class Action Settlement Action** which this Court treats as a motion for final approval of the class action settlement, is hereby **GRANTED**.

The class action settlement agreement is hereby **APPROVED**.

which is attached as Exhibit 1

The Court makes the following findings of fact and conclusions of law under Pennsylvania Rules of Civil Procedure 1702, 1708, and 1709 in compliance with the requirements of Pa. R. Civ. P. 1710(a).

1. The certified class is defined as follows: “all children and youth who resided at Auberle Group Home at any time beginning on October 14, 2008 to the present who were educated in classrooms designated exclusively or predominantly for students who resided in the Auberle Group Home, also known as “transition rooms” or “Auberle-student classrooms” (hereinafter “Auberle Class”).
2. Certification of the class is appropriate based on the following findings:
 - i. The Court finds that all elements of class certification are satisfied.
 - ii. Named Plaintiffs T.P., C.K. and W.R. are past or current residents of the Auberle group home who are excluded from attending the District’s regular public schools and instead were educated in separate classrooms designated exclusively or predominantly for residents of the Auberle group home, known as “Auberle-student classrooms.”
 - iii. There are over one hundred (100) students who have resided at Auberle and were educated in classrooms located separate and apart from the District’s regular education school in “Auberle-student classrooms.” This large number of past students makes joinder of all members impracticable.
 - iv. There are questions of law and fact common to the class, such as whether the District’s practice of restricting Plaintiffs’ access to regular public

school classrooms violates state law, 24 P.S. § 13-1306, the Equal Protection Clause of the United States Constitution, and other state and federal special education laws.

- v. The claims presented by named Plaintiffs are typical of the claims of the proposed class and the injunctive relief sought is based on the same unlawful conduct.
- vi. Because the class is composed of children and youth who were, are currently or have been in dependent care, many potential class members may lack the means to assert an independent action. Moreover, due to the large number of potential class members, the risks of separate actions and/or other litigation may be significant in the absence of certification of the class. For these reasons, the proposed class is large enough to justify the effort of maintaining this suit as a class action.
- vii. The representative Plaintiffs will fairly and adequately assert and protect the interests of the class, in that their attorneys are experienced in litigation in the areas of education law; the representative Plaintiffs have no conflicts of interest in the maintenance of this class action; and, because legal services are being provided *gratis*, there is no issue of adequacy of financial resources on the part of the representative Plaintiffs.
- viii. A class action is a fair and efficient method for adjudication of this controversy inasmuch as this class action addresses systemic legal violations that could not be fully remedied via individual lawsuits.

- ix. Based on the forgoing findings, pursuant to Pa. R. Civ. P. 1702, 1708, and 1709, certification of the class is warranted as the proposed class meets the requirements of numerosity, commonality, typicality, fair and adequate representation and a class action is a fair and efficient method of fully resolving this matter.
 - x. Named Plaintiffs T.P., C.K., and W.R. are hereby designated as class representatives.
 - xi. Plaintiffs' counsel is appointed as counsel for the Class.
3. The Court also approves the proposed settlement on the ground that it falls within the range of reasonableness and possible approval as to its terms will secure an adequate advantage for the class in return for the surrender of litigation rights. The interests of justice, fairness and judicial economy will be served by granting final approval of this Settlement Agreement.
 4. The proposed Notice of Settlement Agreement is approved inasmuch as it presents a fair recital of the general subject matter and Settlement Agreement terms.
 5. The Notice of final Settlement Agreement shall be mailed to all reasonable identifiable potential Class Members in a manner consistent with the provisions of the Settlement Agreement.

The Complaint is hereby **DISMISSED** with prejudice, except that the Court shall retain jurisdiction for purposes of enforcement of the Settlement Agreement in accordance with its terms. The Department of Court Records shall close this case.

BY THE COURT:

J.



**IN THE COURT OF COMMON PLEAS
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Individually and on behalf of all others
similarly situated

Plaintiffs,

v.

MCKEESPORT AREA SCHOOL DISTRICT,

Defendant.

G.D. No. 10-019236

SETTLEMENT AGREEMENT

This Settlement Agreement is made this 20th day of January, 2012 by and between the Named Plaintiffs, T. P., C.K., and W.R. (“Named Plaintiffs”) through their counsel, Education

¹ The complaint was filed on October 14, 2010. Since then, changes in juvenile court procedures have resulted in the court appointments of KidsVoice as educational and medical decision makers for named plaintiffs C.K. and W.R. Shawn Gatto and Celia Barlow no longer represent C.K. and W.R, respectively, in any legal capacity.

Law Center and KidsVoice, in their own right and on behalf of others similarly situated (hereinafter referred to “Class Members” or “Auberle Class”), and Defendant McKeesport Area School District (referred to as “MASD” or “District”).

WHEREAS, Named Plaintiffs and Class Members are defined as “all children and youth who resided at Auberle Group Home at any time from October 14, 2008 to the present and were educated in classrooms designated exclusively or predominantly for students who resided in the Auberle Group Home, known as ‘transition rooms’ or ‘Auberle-student classrooms’” (hereinafter “Auberle Class”);

WHEREAS, Named Plaintiffs filed a Complaint against the District on October 14, 2010, alleging that the District violated the rights of Named Plaintiffs, Class Members and future Class Members under state law including 24 P.S. §13-1306 and under the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution by preventing Plaintiffs from attending the regular public schools of the District and restricting Plaintiffs’ education to a single limited program that deprived them of the full range of educational services, options and opportunities provided to other resident students in the District;

WHEREAS, the Complaint also alleges that Defendant violated the rights of those Plaintiffs eligible for special education services under the Individuals with Disabilities Education Act (“IDEA” or “Act”), 20 U.S.C. 1400 *et seq.*, and Chapter 14 of the Pennsylvania School Code by placing these students in the “Auberle-student classroom” at the East End Academy and denying them the right to an individualized placement decision based on their Individualized Education Programs (“IEPs”) as guaranteed by the IDEA and 22 Pa. Code Chapter 14;

WHEREAS, Plaintiffs sought injunctive relief including an order directing Defendant to close the Auberle-student classrooms and cease and desist from placing any child in a separate

classroom based on the child's status as a resident of the Auberle Group Home or other residential placement and requiring the District to immediately enroll all Plaintiffs in the District's regular schools with access to the full range of educational programs and opportunities to which they are entitled in accordance with applicable laws;

WHEREAS, Plaintiffs asked Defendant to treat all Plaintiff children in the same manner as resident children of the District, including treating Plaintiffs with disabilities in accordance with all applicable federal and state disability laws;

WHEREAS, Plaintiffs sought compensatory education and supplemental services to be provided to all Plaintiffs and reasonable attorneys' fees and costs;

WHEREAS, Defendant vigorously denies the allegations contained in the aforesaid Complaint. The District contends that it met all of its legal obligations to these students and in fact offered an education to many students who did not have the required documents for admission into the District.

WHEREAS, Defendant has been diligent and cooperative in addressing the Plaintiffs' claims; and

WHEREAS, Defendant in settling this matter does not admit any liability and in fact believes the actions taken by the District were taken in good faith and in compliance with State and Federal Law, but rather undertakes to settle this matter in the spirit of compromise;

WHEREAS, Plaintiffs and Defendant now wish to resolve their differences amicably and fully without further litigation in the best interest of Plaintiff children and to serve the goals of fairness and judicial economy, and to that end enter into this Settlement Agreement ("Agreement");

NOW THEREFORE, in consideration of the mutual promises contained herein, including the release of claims by Plaintiffs, the Parties hereby agree as follows:

The District Shall Adopt New Enrollment and Placement Procedures for Children Residing at Auberle

1. Defendant MASD agrees to close all Auberle student classrooms in the East End Academy and to cease and desist from placing any child in a separate classroom based on the child's status as a resident of Auberle Group Home or any other residential placement or dependency status.

2. Defendant agrees, within 30 days from the date of this Agreement, to adopt as a formal district policy the document titled "*Policy of the McKeesport Area School District for the Enrollment and Placement of Students Residing at Auberle*," attached and incorporated by reference herein as Attachment "A".

3. Defendant agrees to enroll all children who reside in the Auberle Group Home into the District's regular schools pursuant to the policies and protocols set forth in Attachment A.

4. Defendant agrees to ensure that all children who reside in the Auberle Group Home are treated in the same manner as resident students, including having access to the full range of educational programs and opportunities to which they are entitled in accordance with all applicable laws.

5. Defendant agrees to treat Plaintiff Class Members with disabilities in the same manner as resident students with disabilities and in accordance with all applicable federal and state disability laws, including ensuring that students with disabilities are educated in accordance with their individualized education programs, placed in the least restrictive environment, offered a continuum of placements, and receive the same access to the full range of public education

programs and services offered to resident students in the MASD.

6. Defendant agrees, within 30 days from the date of this Agreement, to enter into a Memorandum of Understanding (“MOU”) with the Auberle Group Home that, among other things, incorporates by reference the “*Policy of the McKeesport Area School District for the Enrollment and Placement of Students Residing at Auberle*” attached and incorporated by reference herein as Attachment “A” and the “*Protocol for Auberle Staff to Enroll Students in the McKeesport Area School District,*” attached and incorporated by reference herein as Attachment “B”.

Compensatory Education Services

7. Defendant agrees to provide compensatory education services to Named Plaintiffs and Class Members with disabilities who were, during the time of their placement in the Auberle-student classrooms, eligible for special education services to be provided by McKeesport Area School District.

8. Eligibility for compensatory education services shall be determined by review of the child’s education records. In addition, a Class Member whose education records do not reflect eligibility for special educational services shall be afforded an opportunity to establish eligibility for compensatory education services based on the submission of documentation that the child was eligible for special education services during the time of placement in the Auberle student classroom in MASD. Such documentation shall be submitted to the Third Party Administrator described herein. If the Administrator concludes that the child is ineligible for compensatory education services, the Class Member shall be notified of their right to seek any further relief by filing a Due Process Complaint with the Office of Dispute Resolution (“ODR”). There shall be no further right of appeal to the Administrator.

9. The amount of compensatory education services due to a child shall be made in accordance with the following calculation:

(a) Formula for Calculating the Compensatory Education Services for Each Student With Disabilities. For each Named Plaintiff and Class Member with disabilities who were during the time of their placement in the Auberle student classroom eligible for special education services by McKeesport Area School District, the District shall pay a total equal to the sum of the total number of days the student spent in the Auberle student classroom, from September 2008 to the present, multiplied by 6.5 hours (*i.e.*, the number of hours in a typical school day) for middle school students (grades 4-8) and 7.0 hours for high school students (grades 9-12).

(b) This calculation shall be multiplied by an hourly rate of \$45 per hour.

(c) In the event the actual cost of any of the compensatory education service hours exceeds \$45.00 per hour, the District shall receive additional credit toward Student's entitlement hours on a proportional basis consistent with the number of hours available to the child. Should the services be billed on a basis other than hourly, an eligible Class Member's remaining entitlement shall be reduced by one (1) hour for every \$45.00 paid to a provider.

10. Accessing Compensatory Education Services. The compensatory education services to be made available to Class Members pursuant to this Agreement shall be maintained in the form of individual accounts in the sum of the total number of compensatory education service hours times the hourly rate set forth above. An individual compensatory education fund shall not be established unless and until the student, parent, Legal Guardian, Education Guardian or Education Decision Maker or other IDEA Parent as defined by the Act desires to use funds pursuant to this Agreement and contacts the Third Party Administrator described herein requesting access to compensatory education services either verbally or in writing. Any and all

inquiries to the District or to Plaintiff's counsel regarding access to compensatory education services shall be redirected to the Third Party Administrator.

11. A Class Member shall be entitled to access compensatory education services at any time, and from time to time, in whole or part for a maximum period of four (4) years from date of making a claim for compensatory education services as long as the services are within the nature and scope of educational services as set forth in this Agreement.

12. Third Party Administrator of Compensatory Education Services. The Parties agree that a mutually agreed upon neutral third person shall be charged with the responsibility of serving as Third Party Administrator of Compensatory Education Services ("Third Party Administrator") and shall manage, monitor, track and distribute service hours and/or funds to eligible Class Members to enable students to use and access compensatory education service hours as allotted pursuant to the calculation above. This Third Party Administrator shall be responsible for:

(a) *Reviewing requests for compensatory education services and approving the distribution of funds for educational services* to eligible Class Members pursuant to the terms of this Agreement. The Administrator shall review submissions of documentation provided by a child's parent, Legal Guardian, Education Guardian or Education Decision Maker or other IDEA Parent and the District to support a request for compensatory education services. The Third Party Administrator shall confirm eligibility, calculate the hours of compensatory education services owed and approve documentation to support a request for compensatory education services. Appropriate documentation shall include an invoice, billing statement or invoice on professional or business letterhead; a canceled check, credit card statement, or similar evidence of payment.

(b) ***Managing and distributing individual compensatory education service hours.***

Upon written request to access compensatory education services communicated to the Third Party Administrator, the Third Party Administrator shall contact the District and request that the District deposit into a separate account the total amount of funds due to the individual student in accordance with the formula set forth herein. Such funds shall be deposited in a separate account designated for the Class Member. This compensatory education services account shall be managed by the Third Party Administrator.

(c) ***Ensuring that use of service hours is for educational purposes as defined herein and that the use of all hours and/or funds is properly documented.*** Each request to use the funds shall be supported by the following information: (a) the name and address of the individual or entity that provided or will be providing the service, (b) a description of the type and nature of the service to be provided, and (c) the amount requested. All requests shall be promptly reviewed by the Third Party Administrator and requests for compensatory education services shall be processed within thirty (30) days of the request.

(d) ***Ensuring and documenting the timely payment of funds for services rendered.*** All payments shall be made to a provider or individual teacher within thirty (30) days of the date of submission of documentation.

13. Nature and Scope of Compensatory Education Services. The compensatory services can be provided by the MASD or by a private entity not affiliated with the District. Such services may be provided before, during, or after the student's regular instructional day during the normal school term, on weekends, or school breaks, or during the summer. Such funds shall be made available to Plaintiff children to be used for educational services designed to promote the academic, social and emotional development of the plaintiff child and shall include, but not

be limited to, such things as tutoring, summer and after school programs, credit recovery programs, software and hardware, transition and other educational or continuing educational services, vocational, therapeutic and/or remedial instruction programs, courses, services, tutoring, training, tuition, educational programs, memberships, equipment, costs, materials, technology, technological hardware, computer, software, peripherals, and supplies; “related services” as defined in IDEA and the regulations implementing the IDEA; consultation and evaluation services provided by appropriately qualified providers; and reasonable transportation expenses to access compensatory education services. The funds shall be used to supplement, rather than supplant, services, programming, products and materials available under public programs, including Student’s current and future IEP and ESY entitlements.

14. Supplemental Education Opportunities for All Class Members. Defendant agrees to provide supplemental education opportunities as described herein to all Named Plaintiffs and Class Members regardless of whether they are eligible for compensatory education services. These opportunities shall be offered in the form of after-school and summer programs as described below:

(a) Credit Recovery Program. Defendant agrees to provide or ensure access to an approved credit recovery program during the summer and after school during the school terms of 2012, 2013 and 2014. This program will be open to all students currently residing at Auberle as well as all Class Members regardless of whether they are eligible for special education services under the IDEA.

(b) Targeted Tutoring. Defendant agrees to provide target tutoring services to all Class Members by making available two certified teachers during the summer(s) and after school during the school terms of 2012, 2013 and 2014. This tutoring will be in non-Title I subject

areas, and will be provided at Auberle on an as-needed basis during the summer and after school. Subjects areas in which tutoring will be provided as needed include but are not limited to: history; science; social; and vocational programming. This program will be open to all students residing at Auberle as well as all Class Members regardless of whether they are eligible for special education services under the IDEA;

(c) Computer Software. Defendant agrees to provide computer software learning modules to Auberle during the summer(s) and after school during the school terms of 2012, 2013 and 2014 to support the targeted tutoring in non-Title I subject areas described above.

(d) Access to Vocational Programs. Defendant agrees to facilitate enrollment of interested students residing at Auberle into the District's vocational programs, even when students seek to enroll in such programs at times other than the beginning of the school year or term. Defendant agrees to provide target tutoring, as described in paragraph 13(b) above, when requested, to help students catch up and succeed in vocational programs when they enter the program after the program's start date. This program will be open to all students residing at Auberle as well as to all Class Members;

(e) Impact of Supplemental Education Opportunities on Calculation of Compensatory Education Services for Eligible Plaintiffs. Defendant and Plaintiff agree that any IDEA-eligible Class Member who is entitled to compensatory education services under this Agreement may take advantage of the supplemental opportunities described herein and that these hours shall not impact or be deducted from their entitlement to compensatory education services;

(f) Opportunities for Students No Longer Residing in the District. The Parties agree that in lieu of the forgoing, any student who no longer resides in the District shall be entitled to (75) seventy-five hours of supplemental education services at a rate of \$45 per hour that may be used in accordance with the parameters set forth in Paragraphs 11 through 13 of the Agreement

and can be accessed for a period of four years.

Release of Claims

15. In consideration of the rights and obligations set forth in this Agreement and except as provided in this Agreement, Plaintiffs, their successors, assigns, heirs, executors, administrators, and legal representatives, with the intent to be legally bound hereby, now release, acquit, discharge and hold harmless Defendant School District, and any and all of their agents, servants, employees, officials, officers, and assigns from any and all actions, causes of action or claims relating to the specific claims asserted in the Complaint on their behalf of Plaintiff children from the date of this Complaint until the date of this Agreement;

16. Attorneys' Fees and Costs. Defendant shall pay Plaintiffs' reasonable attorneys' fees and costs to KidsVoice and the Education Law Center. Defendant agrees to make payment by check payable to KidsVoice and delivered each within six months to KidsVoice at 437 Grant Street, Suite 700, Pittsburgh, Pennsylvania 15219. This sum constitutes payment by Defendant to secure the full and final settlement of all claims by Plaintiffs for attorneys' fees and costs, incurred by the Education Law Center and KidsVoice or any other Counsel in this action up to and including the date of this Agreement. The Parties agree that in the event of a default in the terms and conditions of this agreement that either party will be responsible for the non-breaching party's attorneys' fees and claims.

Enforcement of This Agreement

17. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania;

18. This Agreement shall constitute the entire Agreement and Release and understanding between the Parties concerning the subject matter to which it expressly pertains. It supersedes and rescinds all prior or contemporary agreements or understandings and can be modified only in writing executed by the Parties. If any portion of this Agreement and Release is found by a Court to be unenforceable, it shall be deemed severable from the remainder of the Agreement and Release, the remainder of which shall continue in full force and effect, and expresses the full and complete settlement of Plaintiffs' claims as raised in the Complaint filed on October 14, 2010;

19. Upon execution of this Agreement, the publication and distribution of the attached Protocols (Attachments "A" and "B") as set forth herein, Plaintiffs counsel's receipt of written confirmation that the compensatory education services shall be made available and Plaintiffs' counsel's receipt of written confirmation of the District's commitment to payment of the agreed attorneys' fees and costs as set forth in paragraph 16, Plaintiffs' counsel shall file with the Court a copy of this Agreement with a Stipulation for Dismissal, and ask that the case be dismissed in accordance with the terms and conditions set forth herein;

20. This Agreement is not a Consent Decree. Actions taken or to be taken by the Defendants hereunder are not admissions of liability on the part of the Defendant, but are undertaken in the spirit of compromise. The parties agree that this Agreement constitutes an enforceable contract and that the parties intend to be bound thereby. The sole remedy for Plaintiffs for an alleged failure of the Defendant to fulfill the terms of this Agreement is to seek specific performance and declaratory relief in a court of competent jurisdiction.

Notice to Class

21. **Pre-Hearing Notices to Class Members.** Subject to the terms of the Settlement Agreement, an independent, third-party class action administrator (the "Settlement

Administrator") shall provide Class members with the Notice attached hereto as Exhibit A in the manner set forth below.

(a) **Notice by Mail.** The Settlement Administrator shall mail the Notice of Lawsuit and Proposed Settlement substantially in the form filed with this Court as Exhibit A hereto to the last known address of each reasonably identifiable class member whenever it is reasonably possible to obtain such an address. In addition, whenever it is reasonably possible to obtain such additional addresses, the Notice shall be sent to each child's child welfare placing agency, juvenile probation agency (if the child is probation-involved), and child advocate/guardian *ad litem*. The Class Notice shall be sent by first-class mail, postage prepaid, no later than 60 days following the entry of the Court's Order.

(b) **Proof of Mailing.** At or before the Fairness Hearing, the Settlement Administrator shall file with the Court a proof of mailing of the Class Notice.

(c) **Notice by Publication.** Notice of Lawsuit and Proposed Settlement shall be published in the following publications and/or through the following websites: Tribune Review; McKeesport Daily News; when possible the following publications and/or websites: Pennsylvania Bar Association and Children's Rights Committee attorney listserv; Department of Human Services Websites for Allegheny, Fayette, Washington, Westmoreland and Armstrong counties; University of Pittsburgh Child Welfare Training Program website and listserv; Juvenile Defenders Association listserv; Allegheny County Public Defender Office; National Association of Children's Counsel listserv; Pennsylvania Youth Advisory Board Website and Newsletter; Allegheny County Bar Association Juvenile Law Committee listserv; Juvenile Law Center website; KidsVoice website; Education Law Center website; Disability Rights Network website;

Email to County Children & Youth and Probation for the above listed counties; Auberle website and McKeesport Area School District website.

(d) As reflected in the attached Notice, which is fully incorporated herein, class members have 60 days to challenge the proposed Settlement Agreement and up to two years from the effective date of the Agreement to identify themselves as a member of the Class.

Signed this _____ day of _____, 2012

PLAINTIFFS

Counsel for the Defendant

Counsel for Plaintiffs
Nancy A. Hubley, Esq.
Pa ID # 40228

Maura McInerney, Esq.
Pa ID #71468
EDUCATION LAW CENTER

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1001 Ardmore Boulevard
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Pa. ID #90891
Amanda W. Shackelton, Esq.
Pa ID #309704
Scott Hollander, Esq.
PA ID #77834
KIDSVOICE

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

You have received this notice because you may be entitled to educational services as a member of the plaintiff class in the class action lawsuit *T.P. v. McKeesport Area School District*, Case No. GD-10-019236.

Did you live at the Auberle Group Home at any time from October 14, 2008 to January 1, 2011?

YES

Did you attend school in the “alternative education” building in the “transition classroom” for Auberle students? (This classroom was located down the hill from Auberle and sometimes called “East End Academy.”)

YES

If your answer is YES to both questions, you are a member of a class Action law suit as a “*T.P. McKeesport Class Member*” and may be entitled to a variety of free educational services!

Here are some of the educational services you may be entitled to:

- ✓ Computers and other educational technology: includes training, technical assistance, software, and other supports;
- ✓ Educational programs: includes tuition and enrollment in afterschool, summer, tutoring services, and other school-aged education programs;
- ✓ Help with payment for post high school education programs and services : includes vocational programs; community college, tutoring, and other;
- ✓ School supplies: includes books, software and other educational materials;
- ✓ Transportation costs to educational programs and services;
- ✓ Opportunities for free credit recovery;
- ✓ Vocational training and other educational opportunities; and
- ✓ Other educational programs or services you may need.

Things you need to know:

- (1) If you answered **yes** to the questions above, you are a class member. You do not have to do anything else to become a member of the class.
- (2) **A hearing about this settlement will be held on August 23, 2012 at 10:00 a.m.** You can come – but are not required to come – to the hearing. The hearing is to discuss the Parties’ proposed settlement, including everything described on page 1 of this document. You can come to ask questions. Or to challenge the proposed agreement.
- (3) **You have the right to review all Court documents** and have them explained to you.
- (4) **You can tell the Judge what you think** about the Settlement and whether he should approve it. You can talk to the Judge at the hearing or in writing.
- (5) **Written communications** should contain a signed letter including printed name, address, and telephone number. Written comments objecting to or supporting approval of the settlement must be postmarked on or before August 9, 2012 to be considered.
- (6) **You have a right to exclude yourself from the class** and not be a part of a settlement. If you do not request to be excluded, the settlement approved by the Court will bind all class members._
- (7) **You can contact us** (information below) to get more information.

If the Settlement is approved, you will have 2 years to tell us you are a member of the class and would like educational services. The sooner you identify yourself, the easier it will be to access your benefits.

To learn more about this Settlement or to identify yourself or a child in your care as a potential class member for future communication, contact:

Jennifer Fox Rabold, Settlement Administrator
Phone: 800.543.8921. **or** Email: MASDFund@fedex.com. or by letter to:
McKeesport Settlement c/o Jennifer Fox Rabold
Senior Counsel-Legal Division,
FedEx Ground Package System, Inc.
1000 FedEx Drive Moon Township, PA 15108

For additional information:

Plaintiff’s Attorney
Nancy A. Hubley
Education Law Center
412.258.2120

Plaintiff’s Attorney
Jennifer Staley McCrady
KidsVoice
412.391.3100

Defendant’s Attorney
John Rushford
Dodaro, Matta & Cambest
412.243.1600

Please do not call DHS, CYF, Auberle, the Court, or the Judge.

This Notice has been approved for publication by The Honorable R. Stanton Wettick,
Senior Judge, Court of Common Pleas of Allegheny County

NOTICE

TO: Jennifer Fox Rabold, Settlement Administrator

**RE: *T.P. v. McKeesport School District, et al.*, Civil Action No. 10-019236, Pennsylvania
Court of Common Pleas, Allegheny County**

I believe I am a Class Member as described in the “Notice of Class Action Settlement.” I would like to receive further communications regarding this matter.

My name is _____

My address is _____

Phone Number: _____

Email address (optional): _____

PLEASE MAIL THIS FORM TO:

McKeesport Settlement
c/o Jennifer Fox Rabold
Senior Counsel-Legal Division
FedEx Ground Package System, Inc.
1000 FedEx Drive
Moon Township, PA 15108

NOTICE OF OBJECTION TO SETTLEMENT/DECISION

TO: Judge Wettick, Court of Common Pleas, Allegheny County

**RE: *T.P. v. McKeesport School District, et al.*, Civil Action No. 10-019236, Pennsylvania
Court of Common Pleas, Allegheny County**

My name is _____

My address is _____

Phone Number: _____

Email address (optional): _____

I believe I am a Class Member as described in the "Notice of Class Action Settlement."

While living at the Auberle Group Home, I went to school in the McKeesport Area School District from approximately _____ to _____.

I am writing to notify the Court of my objection to the proposed Settlement Agreement on the following grounds:

_____.

I understand that I have a right to attend a hearing that shall take place on _____ at the Pennsylvania Court of Common Pleas for Allegheny County located at _____.

Signature of Class Member: _____ Date: _____

PLEASE MAIL THIS FORM TO:

McKeesport Settlement
c/o Jennifer Fox Rabold
Senior Counsel-Legal Division
FedEx Ground Package System, Inc.
1000 FedEx Drive
Moon Township, PA 15108