

1 **NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT**

2 **TO: All persons whose children have been, are, or will be enrolled in the Fullerton**
3 **School District Laptops for Learning Program and who have paid or may pay fees**
4 **or have sought or may seek waivers from such fees.**

5 **THIS NOTICE MAY AFFECT YOUR RIGHTS.**
6 **PLEASE READ THE COMPLETE NOTICE CAREFULLY.**

7 **I. Purpose of this Notice.**

8 There is now pending in the Orange County Superior Court a class action lawsuit entitled
9 Fullerton Parents for Good Public Education v. Fullerton School District, Case No. 06-CC-05513
10 (the "Litigation"). This Notice explains the nature of the Litigation and the general terms of a
11 proposed settlement ("Settlement"), and informs you of your legal rights and obligations.

12 Plaintiffs Fullerton Parents for Good Public Education et al. ("Plaintiffs") filed a class
13 action lawsuit against the Fullerton School District et al. ("Defendants") on behalf of themselves
14 and the Class described above. Plaintiffs allege that in implementing the Laptops for Learning
15 Program ("Program"), Defendants have violated the free school and equal protection guarantees
16 of the State Constitution. According to Plaintiffs, Defendants have violated these provisions by
17 limiting participation in the Program to students whose families have agreed to purchase/lease a
18 computer from the District or have sought and qualified for a waiver from a portion of the cost of
19 a computer. In the Litigation, Plaintiffs would seek to recover the following on behalf of the
20 Class: (a) an injunction prohibiting Defendants from conditioning participation in the Program on
21 the payment of fees or the requests of a waiver; (b) a declaration that Defendants' requirement
22 that parents pay fees or obtain waivers from such fees for their children to participate in the
23 Program violates the free school and equal guarantees of the State Constitution; (c) an award of
24 damages; (d) and other relief that the Court deems proper.

25 Plaintiffs' Counsel and the Class Representative have concluded, after due investigation
26 and after carefully considering the applicable law and the relevant circumstances, that it would be
27 in the best interests of the Class to enter into this Settlement to avoid the uncertainties of
28 litigation and to assure that the benefits reflected here are obtained for the Class. Plaintiffs'
Counsel and the Class Representatives have also concluded, after due investigation and careful

1 evaluation, that the Settlement is fair, reasonable, and adequate.

2 Defendants deny Plaintiffs' allegations, any wrongdoing, and any liability whatsoever and
3 believe they have many legal defenses to all of the claims asserted by Plaintiffs. Nonetheless,
4 Defendants have concluded that further conduct of the Litigation would be protracted and
5 expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and
6 upon the terms and conditions of the Settlement, which permits the Program to continue in
7 existing schools and to begin in additional schools where there is substantial parental/community
8 support.

9 Judge Ronald Bauer of the Orange County Superior Court (the "Court") has preliminarily
10 determined that this Litigation should proceed as a class action, for purposes of settlement only,
11 with Plaintiffs Dingess, Adam, and Coffman as the representatives of the Class, and has granted
12 preliminary approval of the Settlement.

13
14 **II. Class Members.**

15 The Court has conditionally ruled that the Litigation may be maintained on behalf of the
16 following:

17 All persons whose children have been, are, or will be enrolled in the Fullerton School
18 District Laptops for Learning Program who have paid or may pay fees or have sought or may
19 seek waivers from such fees.

20
21 **III. Settlement Benefits**

22 The Parties sought to ensure that the District offered an effective, non-discriminatory free
23 public education, and that participation in the Program is voluntary and not conditioned on the
24 payment of fees. To this end, Defendants agree, among other things, to the following under the
25 terms of the Settlement:

- 26 (1) Establish a procedure for initiation or continuation of the Program subject to
27 substantial parent/community support.
28 (2) Where a Program is established, provide parents the option to borrow rather than

1 purchase a computer, at no cost other than insurance.

2 (3) Provide equal access to all students in the Program during the school year,
3 whether their computers are bought or purchased.

4 (4) Include a statement regarding the Free School Guarantee in all materials
5 describing the Program.

6 (5) Permit parents who so desire to cancel any Lease/Purchase Agreement with the
7 District to purchase a computer.

8 (6) Set aside a fund ("Settlement Fund") in the amount of \$52,000 to settle any claims
9 for a refund of monies paid under Lease/Purchase Agreements, exclusive of
10 insurance payments ("Refund").

11 **IV. Claims Deadline and Process.**

12 Class members have the option of filing a claim for Refund or continuing under any
13 current Lease/Purchase Agreement they may have with the District.

14 **A. Claims Deadline.**

15 Within thirty (30) days of Final Approval of the Settlement, Defendants will send by
16 certified mail a Notice of Right to File a Claim ("Notice") and a Claim Form to the last known
17 address of any individual who may qualify for relief. Class Members who desire a Refund must
18 complete and submit the Claim Form no later than thirty (30) days after Defendants' mailing of
19 the Notice and Claim Form. Class Members who do not submit the completed Claim Form by
20 that date will not be eligible to receive a Refund.

21 **B. Claims Process.**

22 To claim a Refund, Class Members must (A) agree to relinquish any right in or title to the
23 computer and (B) complete a Claim Form by providing: (1) their name and postal address; (2)
24 providing name of the student and the student's dates and school of attendance; and (3) the
25 amount of monies paid exclusive of insurance. The Claim Form is to be sent to: Laptop Claims,
26 Fullerton School District, 1401 W. Valencia Dr., Fullerton, CA 92832.

27 Within thirty (30) days of the deadline for submitting a claim, Defendants will send
28

1 Plaintiffs' counsel copies of all claims submitted, along with objections to the validity of any
2 claims. Within twenty (20) days, the Parties will meet and agree to a final claim payment list by
3 name and amount. Any disagreement shall be submitted to a single arbitrator.

4 If the total amount of approved claims exceeds the amount in the Settlement Fund,
5 Refunds will be distributed on a pro-rated basis.
6

7 **V. Entry of Judgment and Release of Claims.**

8 If the Court approves the Settlement, all issues raised by the case will be resolved as
9 provided in the Settlement. All Class Members who do not validly and timely request to be
10 excluded from the Settlement shall be forever barred from prosecuting their own lawsuits against
11 Defendants for claims that were made or that were required to be made in this Litigation. In
12 particular, all Class Members who do not opt-out of the Litigation shall be deemed to have
13 released Defendants and each of its past or present officers, directors, agents, designees, servants,
14 sureties, attorneys, employees, parents, associates, controlling or principal shareholders, general
15 or limited partners or partnerships, subsidiaries, divisions, affiliates, insurers, heirs, and all
16 successors or predecessors in interest, assigns, or legal representatives from any and all liabilities,
17 claims, cross-claims, causes of action, rights, actions, suits, debts, liens, contracts, agreements,
18 damages, restitution, disgorgement, costs, attorneys' fees, losses, expenses, obligations, or
19 demands, of any kind whatsoever, whether in arbitration, administrative, or judicial proceedings,
20 whether as individual claims or as claims asserted on a class basis or on behalf of the general
21 public, whether known or unknown, suspected or unsuspected, threatened, asserted, or
22 unasserted, actual or contingent, liquidated or unliquidated, whether under federal statutory law,
23 federal common law, federal regulation, or the statutory or common laws or regulations of any
24 and all states or subdivisions, to which res judicata would apply if the Litigation had been
25 litigated to a complete and full judgment. Class Members who wish to exclude themselves from
26 the Settlement (opt-out) must follow the procedures set forth in Section VII(B) of this Notice.

27 //

28

1 **VI. Attorneys' Fees and Costs.**

2 From the inception of this Litigation, Plaintiffs' Counsel have not received payment for
3 their services, nor have they been reimbursed for any out-of-pocket expenses. If the Court
4 approves the Settlement, Defendants have agreed to pay Plaintiffs' Counsel an award of
5 attorneys' fees and costs in the amount of \$25,000. This award of attorneys' fees and costs will
6 be paid separately from, and will not reduce, the Settlement Fund.

7
8 Class Members will not be personally liable for any of Defendants' or Class Counsel's
9 attorneys' fees, expenses, or payment except in connection with any objection to the Settlement
10 made under section VIII(B) of this Agreement.

11
12 **VII. Rights and Options of Class Members.**

13 **A. Remain a Class Member.**

14 1. If you do not request exclusion from the Class, you will remain a Class Member. Your
15 interests in connection with the Settlement will be represented by Plaintiffs and Plaintiffs'
16 Counsel. You, however, will not be charged for the services or expenses of Plaintiffs' Counsel.

17 Plaintiffs' Counsel in the Litigation is:

18 Hector O. Villagra
19 ACLU of Southern California
20 Orange County Branch Office
21 2140 W. Chapman Ave., Suite 209
22 Orange, CA 92868

23 Defendants' Counsel in the Litigation is:

24 David C. Larsen
25 Rutan & Tucker, LLP
26 611 Anton Blvd., 14th Floor
27 Costa Mesa, CA 92628

28 2. If the Settlement is approved by the Court and the judgment becomes final, you may claim a
Refund, if you so desire, by submitting the Claim Form no later than thirty (30) days after
Defendants' mailing of the Notice and Claim Form to you. If the Settlement is not granted final

1 approval, the certification of the Class will be vacated and the Litigation will continue as if no
2 Settlement had been reached.

3 3. As a Class Member, you will be bound by any judgment or other disposition of the Litigation,
4 even if you do not submit a Claim Form. Furthermore, you and your heirs, executors,
5 administrators, representatives, agents, partners, successors, and assigns will be deemed to have
6 agreed to the terms of the Settlement and the release set forth in Section V, above.

7
8 **B. Opt-Out of the Settlement.**

9 You have the right to opt-out of the Settlement. If you opt-out of the Settlement, you will
10 not be bound by or subject to any judgment or Settlement of the Litigation. If you opt-out,
11 however, you will also not be entitled to claim or receive a Refund. If you wish to opt-out, you
12 must submit a written, signed request to opt-out, by postage-paid, first class mail, stating (1) your
13 name, address, and telephone number, (2) a reference to this Litigation (i.e., Fullerton Parents for
14 Good Public Education v. Fullerton School District, Case No. 06-CC-05513), (3) name of
15 student and dates and school of attendance, (4) amount of monies paid under Lease/Purchase
16 Agreement exclusive of insurance, and (5) your desire to opt-out of the Class. Requests to opt-
17 out must be sent to Laptops Opt-Out, Fullerton School District, 1401 W. Valencia Dr., Fullerton,
18 CA 92832, and post-marked no later than November 6, 2006. If you do not submit a timely opt-
19 out request that complies with these requirements, your opt-out request will be deemed invalid
20 and you will not be excluded from the Class.

21
22 **C. Intervene In The Litigation And/Or Object to the Settlement.**

23 You have the right to intervene in the Litigation and object to, or comment on, the
24 Settlement, or award of attorneys' fees and expenses, as set forth in Section VIII, below.

25 //

26 //

27 //

28

1 **VIII. Final Settlement Hearing and Settlement Objections.**

2 **A. Final Settlement Hearing Date and Location.**

3 On December 4, 2006, at 10:30 a.m., a public hearing will be held before Judge Ronald
4 Bauer, Department CX103, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701. The
5 hearing will determine: (1) whether the Settlement of the Litigation is just, fair, reasonable, and
6 adequate for the Class and should be granted final approval; and (2) whether certification of the
7 Class should be made final. You are not required to attend the Settlement Hearing.

8
9 **B. Procedure for Objection, Intervention, and Appearance at Final Approval Hearing
10 and Deadlines.**

11 1. If you are a Class Member, you have the right to object to the settlement. To do so, you must
12 submit a written statement setting forth: (1) your name, address, and telephone number, (2) a
13 reference to this Litigation (i.e., Fullerton Parents for Good Public Education v. Fullerton School
14 District, Case No. 06-CC-05513), (3) name of student and dates and school of attendance, (4)
15 amount of monies paid under Lease/Purchase Agreement exclusive of insurance and (5) your
16 objection and supporting arguments to Plaintiffs' Counsel and Defendants' Counsel at the
17 addresses set forth in Section VII(A)(1) above. Your written objection must be personally
18 delivered by November 6, 2006 (or sent via U.S. first-class mail, postage prepaid, on or before
19 November 3, 2006). You cannot object if you have opted out of the Class. Only those that remain
20 in the Class may object to the Settlement.

21 2. Any motion for intervention in the litigation must comply with the California Rules of Civil
22 Procedure and be filed with the Clerk of the Court, P.O. Box 22028, Santa Ana, CA 92702-2028,
23 no later than November 6, 2006. No one who has opted-out of the Class may move to intervene.
24 A motion for intervention must include a certification that you have personally delivered
25 identical copies to Plaintiffs' Counsel and Defendants' Counsel on or before November 6, 2006
26 (or that you sent those copies to Plaintiffs' Counsel and Defendants' Counsel by U.S. first class
27 mail, postage prepaid, on or before November 3, 2006).

1 3. You may also attend the Final Settlement Hearing either in person or through an attorney
2 retained by you at your own expense. You may ask to be heard by the Court at the Final
3 Settlement Hearing. In order to be heard, however, you must have submitted a written objection
4 or request to intervene in compliance with Section (VIII)(B)(1), above and include in your
5 comments a statement that you intend to appear and wish to be heard at the Final Settlement
6 Hearing.

7
8 **IX. Additional Information and Important Dates.**

9 **A. Additional Information.**

10 The description of the Litigation set forth in this Notice is general and does not cover all
11 of the issues and proceedings thus far. If you have additional questions you can contact Plaintiffs'
12 Counsel (in writing) or see the complete file including the individual terms of the Settlement in
13 the Litigation by visiting the Clerk of the Court, P.O. Box 22028, Santa Ana, CA 92702-2028.
14 The Clerk will make the file relating to this Litigation available to you for inspection and copying
15 at your own expense. In addition, the Settlement, Notice of Right To File Claim, Claim Form,
16 Class Action Complaint, Plaintiffs' motion for preliminary approval, and Defendants' brief in
17 support of preliminary approval may be obtained on the District's Website, located at
18 <http://www.fsd.k12.ca.us/>.

19 **B. Deadlines and Dates to Remember.**

- 20 • November 6, 2006 is the deadline to Opt-Out of the Settlement or to Intervene or to Object to
21 the Settlement.
22 • November 20, 2006 is the deadline to file any papers with the Court for consideration at the
23 Final Hearing.
24 • December 4, 2006 is the Final Hearing Date.

25
26 Dated: **SEP 05 2006**
September __, 2006

By: **RONALD L. BAUER**
Honorable Judge Ronald Bauer