

IF YOUR CHILD HAS BEEN DIAGNOSED WITH AUTISM AND HE/SHE RECEIVES SERVICES THROUGH EASTERN LOS ANGELES REGIONAL CENTER -- READ THIS DOCUMENT

BENITO R., a minor, by and through his Guardian Ad Litem, PATRICIA R., on behalf of himself and all others similarly situated; NICOLE M., a minor, by and through her Guardian Ad Litem, BRENDA M., on behalf of herself and all others similarly situated; ADAM B., a minor, by and through his Guardian Ad Litem, SANDRA B., on behalf of himself and all others similarly situated; ERNESTO G., a minor, by and through his Guardian Ad Litem, MARGARITA G., on behalf of himself and all others similarly situated; and CRUZ F., a minor, by and through his Guardian Ad Litem, JOCABED G., on behalf of himself and all others similarly situated; ANTONIO H., a minor, by and through his Guardian Ad Litem, LAURA H., on behalf of himself and all others similarly situated; VINCE G., a minor, by and through his Guardian Ad Litem, ALMA G., on behalf of himself and all others similarly situated;

Plaintiffs,

v.

EASTERN LOS ANGELES REGIONAL CENTER;
GLORIA WONG, in her official capacity.

Defendants.

CASE NO. BC429819

Assigned to the Honorable
Anthony J. Mohr, Dept. 309

CLASS ACTION

**NOTICE OF PENDENCY OF
CLASS ACTION, PROPOSED
SETTLEMENT AND
HEARING, AND DATE FOR
COURT APPROVAL**

**COMPLAINT FILED:
January 14, 2010**

ATTENTION: All children and guardians of children diagnosed with autism or provisionally diagnosed with autism who have been, are currently, or will become, eligible to receive regional center services from the Eastern Los Angeles Regional Center.

PLEASE READ THIS!

Pursuant to the Order of the Superior Court of the State of California for the County of Los Angeles entered on DATE, PLEASE TAKE NOTICE that the parties have reached a settlement (the "Settlement") in the *Benito R., et. al. v. Eastern Los Angeles Regional Center, et. al.* class action case (the "Lawsuit"). The purpose of this Notice is to describe the Lawsuit, tell you about the proposed Settlement, and tell you about your rights.

I. Background of the Lawsuit

Beginning in or around July 2009, the Eastern Los Angeles Regional Center (“ELARC”) and Gloria Wong, the Executive Director of ELARC (collectively referred to as “Defendants”) stopped the funding for any and all Developmental, Individual Difference, Relationship-based (“DIR”) treatment programs, pursuant to its interpretation of a piece of legislation commonly known as the “Trailer Bill.” On January 14, 2010, Class Representatives, all of whom are children who have been diagnosed or provisionally diagnosed with autism, commenced the Lawsuit in Los Angeles Superior Court, alleging that the Defendants failed to fulfill their obligations pursuant to the Lanterman Act, as well as other state statutory and constitutional rights.

On January 22, 2010, Class Representatives filed a Motion for Preliminary Injunction. On or about February 19, 2010, the Court granted the Motion, requiring that the Defendants immediately: (1) continue funding for DIR treatment programs until final resolution of the matter; (2) reinstate funding for those children whose services have already been terminated; and (3) suspend any pending statutory “fair hearings” dealing with the terminations.

Since the Preliminary Injunction Order was issued, both parties, through their respective attorneys, have been engaged in negotiations to settle the case.

The purpose of this Notice is to advise you of the Settlement Agreement and to describe important legal rights that may be affected by the Lawsuit and the Settlement.

II. Summary of Proposed Settlement

A. Settlement Class

For purposes of the Settlement only, the Settlement Class has been defined as all children who (1) have been, are currently, or will hereafter become, consumers of ELARC and eligible to receive regional center services pursuant to Cal. Welf. & Inst. Code § 4512(a) and (d); and Cal. Regs. Tit. 17, §§ 54000(a), 54010(b) (2008); and (2) have been, or will hereafter be diagnosed or provisionally diagnosed with autism.

B. Primary Settlement Terms

Among other things, the Settlement permanently and finally enjoins/stops/prohibits Defendants, together with their affiliates, subsidiaries, officers, employees, agents, assigns, successors in interest in the ownership and/or operation of ELARC, and those person in active concert or participation with them, from:

(i) Terminating or denying funding for DIR treatment programs, or failing to make DIR treatment programs available to any and all Class Members.

(ii) Classifying, characterizing, identifying or labeling DIR treatment programs as “experimental,” “non-medical therapy,” “specialized recreation,” or “social recreational,” as those terms are used in the Trailer Bill.

(iii) Asking, pressuring, conditioning, or otherwise requiring any Class Member to give up, forego, barter, eliminate, trade away or otherwise reduce or terminate

another service already contained within their Individual Program Plan (“IPP”), or for which they have been or will be assessed as needing, in order to receive a DIR treatment program(s).

(iv) Offering any form of incentive or disincentive to Class Members to forego DIR treatment programs.

(v) Terminating, refusing to renew, or denying applications for vendor contracts based on the fact that the vendor in question provides DIR treatment programs, or by virtue of the fact that the vendor provides or provided DIR treatment programs to a Class Member or Class Representative.

(vi) Terminating, refusing to renew, or denying applications for vendor contracts involving DIR providers and/or DIR treatment programs for any reason other than those articulated in Title 17 C.C.R. section 54370.

(vii) Engaging in behavior that could be construed as a reprisal against any Class Member, family member, advocate, or person otherwise associated with a Class Member, for his or her participation in this Class Action, either through refusing to authorize services, authorizing fewer services, or in any way making receipt of services more difficult, including through general harassment; and

(viii) Instituting any policy, official or otherwise, that seeks to circumvent the terms of this Settlement by any means.

Among other things, the Settlement requires the Defendants, together with their affiliates, subsidiaries, officers, employees, agents, assigns, successors in interest in the ownership and/or operation of ELARC, and those person in active concert or participation with them, to:

(i) To the extent not already done, automatically reinstate funding for all Class Members whose DIR treatment programs have been terminated as a result of Defendants’ interpretation of the Trailer Bill unless the Class Member, in writing, expressly declines reinstatement of the Class Member’s DIR treatment program(s).

(ii) Provide an informational notice about DIR treatment programs and an Informal Complaint handout to any and all Class Members at their IPP meetings and obtain signatures from those Class Members acknowledging receipt and understanding of these materials.

(iii) In good faith, continue to conduct evaluations and assessments that accurately reflect a child’s need for DIR treatment programs and provide DIR treatment programs based on the Class Member’s assessed needs, through the IPP process.

(iv) In good faith, ensure that all employees, including, but not limited to, its service coordinators, are well-informed about the substance and terms of the Settlement Agreement.

(v) Immediately dismiss any pending, noticed, or previously requested or scheduled fair hearings dealing with the termination of Class Members’ DIR treatment programs that occurred as a result of the Trailer Bill.

C. Attorneys’ Fees and Costs

For purposes of Settlement only, Class Counsel are waiving their attorneys’ fees. They will, however, ask the Court to approve and Defendants to pay for any and all allowable costs associated with this Lawsuit.

D. Reasonableness of the Settlement

The Class Representatives and the Class Counsel strongly support this Settlement. Among the reasons given for support include that the Defendants are reinstating funding for all DIR treatment programs and that the Settlement includes monitoring mechanisms and an informal complaint procedure for Class Members to ensure that DIR treatment programs are funded and provided for all current and future Class Members. The relief being provided is fair, reasonable, and adequate.

III. Objection to Settlement

You can object to the terms of the Settlement before Final Approval. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. To object, you must file a written objection or Notice of Intention to Appear at the Final Approval Hearing currently set for September 17, 2010, at 10:00 a.m., with the clerk in Department 309, Los Angeles Superior Court, Central Civil West Courthouse, 600 South Commonwealth Avenue, Los Angeles, California 90005, and you must mail copies to all the following counsel:

CLASS COUNSEL

Katherine Marquart, Esq.
Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, California 90071-3197
Telephone (213) 229-7000
Facsimile: (213) 229-7520

Brian Capra, Esq.
Public Counsel
610 South Ardmore Avenue
Los Angeles, California 90005
Telephone: (213) 385-2977
Facsimile: (213) 385-9089

DEFENDANTS' COUNSEL

Kenneth G. Katel, Esq.
Musick, Peeler & Garrett LLP
One Wilshire Boulevard, Suite 2000
Los Angeles, California 90017-3383
Telephone: (213) 629-7603
Facsimile: (213) 624-1376

If you choose to file an objection to the terms of the Settlement, you may represent yourself or appear through your own attorney. Any written objections or Notice of Intention to Appear shall state each specific reason in support of your objection and any legal support for each objection. Your objection or Notice of Intention to Appear must also state your full name, address, the name of the case, and the case number. **To be valid and effective, any objections to approval of the Settlement or Notice of Intention to Appear must be filed with the Clerk of the Court at the above address and copies mailed to each of the above-listed attorneys no later than July 30, 2010. DO NOT TELEPHONE THE COURT.**

Class Members who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to this Settlement.

The Final Approval Hearing, at which time the Court will be asked to approve the Settlement, will be held at 10:00 a.m. on September 17, 2010, in Department 309, Los Angeles Superior Court, Central Civil West Courthouse, 600 South Commonwealth Avenue, Los Angeles, California 90005, or such later date as the Court may decide.

IV. Effect of the Settlement

If the Court approves the Settlement, each Class Member shall be bound by the Settlement and shall have exclusive recourse to the benefits, rights and remedies provided in the Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, however, the lawsuit will continue and there will be no release of claims.

V. Final Approval Hearing

The Court will hold a Final Settlement Approval Hearing in Department 309, Los Angeles Superior Court, Central Civil West Courthouse, 600 South Commonwealth Avenue, Los Angeles, California 90005, on September 17, 2010, at 10:00 a.m. to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for reimbursement of costs.

The hearing may be postponed without further notice to the Class. **It is not necessary for you to appear at this hearing unless you are objecting to the Settlement and you have timely filed a Notice of Intention to Appear with the Court.** If you have timely filed said document, you will be notified of any changes with respect to the date and time of the hearing.

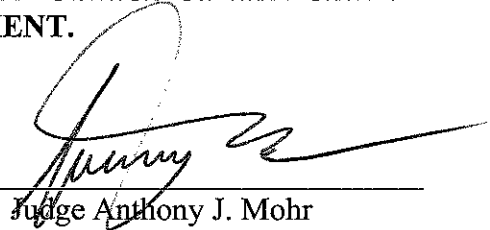
VI. Additional Information

The above is a summary of the primary terms of the Settlement. For the exact terms and conditions of the Settlement, you will want to look at the complete Settlement Agreement which is on file with the Clerk of the Court. The pleadings and other records in this Lawsuit, including the Settlement Agreement, may be examined at any time during regular business hours at the office of the Clerk of the Superior Court, Los Angeles Superior Court, Central Civil West Courthouse, 600 South Commonwealth Avenue, Los Angeles, California 90005.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THE SETTLEMENT.

BY ORDER OF THE SUPERIOR COURT

DATED: *June 15 2010*

BY: 

Judge Anthony J. Mohr