

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

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WILLIAM DIXON, <i>et al.</i>)	
	Plaintiffs,)	
)	Civil Action No. 1:74-cv-00285 (TFH)
	v.)	
)	
VINCENT C. GRAY, <i>et al.</i>)	
Defendants.)	
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**[PROPOSED] CONSENT ORDER DISMISSING CASE WITH
PREJUDICE AND RETAINING JURISDICTION FOR
PURPOSE OF ENFORCING SETTLEMENT AGREEMENT**

The Court having held a Fairness Hearing on _____, 2011, notice of the Fairness Hearing having been duly given in accordance with this Court’s Preliminary Approval Order, the Court having considered all matters submitted to it at the Fairness Hearing and otherwise, including any objections by Class Members to the proposed settlement, and finding no just reason for delay in entry of this Final Judgment and good cause appearing therefore,

It is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. This Order (the “Final Approval Order”) incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms shall have the same meanings set forth in the Settlement Agreement.
2. The terms of this Court’s Preliminary Approval Order are incorporated by reference in this Order.
3. The Court has jurisdiction over the subject matter of the Lawsuit, the Parties, and all members of the Class.

4. Class Counsel adequately represented the Class for the purpose of entering into and implementing the Settlement Agreement. In the absence of consultations with the original named plaintiffs who cannot be located or who are deceased, class counsel has made reasonable efforts to consult with members of the class, including seeking input from such secondary sources as public interest organizations, and caregivers who have day-to-day contact with class members.

5. The Court hereby finds that the Settlement Agreement (including its exhibits and attachments) and the settlement contemplated thereby are the product of arm's length settlement negotiations between Defendants and Class Counsel.

6. The Court hereby finds and concludes that class notice was disseminated to members of the Class in accordance with the terms set forth in the Settlement Agreement, and was in compliance with this Court's Preliminary Approval Order. The Court further finds and concludes that the notice fully satisfied Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, was the best notice practicable under the circumstances, and supports the Court's exercise of jurisdiction over the Class as contemplated by the Settlement Agreement and this Order.

7. The Court hereby finally approves the Settlement Agreement and the settlement contemplated thereby, and finds that the terms constitute, in all respects, a fair, reasonable, and adequate settlement in accordance with Rule 23 of the Federal Rules of Civil Procedure, and directs consummation of the settlement pursuant to the terms and conditions of the Settlement Agreement.

8. The Court hereby dismisses this Lawsuit, with prejudice, and without fees or costs to any party.

9. Subject to paragraph 11 below, each and every Class Member hereby unconditionally, fully and finally releases and forever discharges Defendants, their agents, servants, officers, official, and/or employees, from further claims that arise out of the allegations raised by Plaintiffs in the complaint or any amended complaint in the litigation.

10. This order is binding on all class members and their privies and prevents them from bringing a subsequent suit alleging the same or similar claims for relief as contained in the complaint or in any amended complaint in this litigation and based upon facts occurring prior to the execution of the Settlement Agreement.

11. If for any reason the settlement contemplated by the Settlement Agreement does not become effective (whether as a result of further judicial review or otherwise), this Final Judgment and Order of dismissal, including but not limited to the releases contemplated by paragraph 9 above, shall be rendered null and void and vacated *nunc pro tunc*, the Parties will revert to the positions they occupied prior to the execution of the Settlement Agreement, and all proceedings in connection with the settlement shall be without prejudice to the *status quo ante* rights of the Parties to the Lawsuit. In this event, the Parties expressly do not waive, and will not be construed to have waived, any claims, arguments, objections, and/or defenses.

12. The Court will retain jurisdiction over any action alleging a breach of the Agreement filed within 180 days following the Defendants' final compliance report, detailing progress as of September 30, 2013, subject to the notice and tolling provisions in paragraphs 13 and 14. Absent the filing of an enforcement action during the applicable period, this Agreement and all claims arising from this Agreement will expire.

13. Prior to Plaintiffs' filing any action alleging a violation of the Settlement Agreement and no later than 90 days after receipt of Defendants' final compliance report,

Plaintiffs will provide to the Defendants written notification of the specific factual grounds of the alleged breach and will provide at least 60 (sixty) days to cure any such breach or to otherwise respond to Plaintiffs' allegations.

14. The 180-day period for Plaintiffs to file an action for any alleged breach will begin to toll on the date that Plaintiffs provide written notice to Defendants of the alleged breach, and the tolling will continue until Defendants respond to the notice, cure the breach, or until the 60-day response period expires, whichever is sooner.

15. Failure to comply with the provisions of this Agreement shall not be a basis for an entry of contempt or sanctions against any Defendant.

16. From the date of this Order forward, each Party shall bear its own costs, including attorneys' fees.

17. Finding that there is no just reason for delay, the Court orders that this Final Judgment and Order of Dismissal shall constitute a final judgment pursuant to Rule 54 of the Federal Rules of Civil Procedure. The Clerk of the Court is directed to enter this order on the docket forthwith.

SO ORDERED.

Dated: _____, 2011.

THE HONORABLE JUDGE THOMAS F. HOGAN
UNITED STATES DISTRICT JUDGE