

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

James and Lorie Jensen, as parents, guardians and next friends of Bradley J. Jensen; James Brinker and Darren Allen, as parents, guardians and next friends of Thomas M. Allbrink; Elizabeth Jacobs, as parent, guardian and next friend of Jason R. Jacobs; and others similarly situated,

Plaintiffs,

vs.

Minnesota Department of Human Services, an agency of the State of Minnesota; Director, Minnesota Extended Treatment Options, a program of the Minnesota Department of Human Services, an agency of the State of Minnesota; Clinical Director, the Minnesota Extended Treatment Options, a program of the Minnesota Department of Human Services, an agency of the State of Minnesota; Douglas Bratvold, individually, and as Director of the Minnesota Extended Treatment Options, a program of the Minnesota Department of Human Services, an agency of the State of Minnesota; Scott TenNapel, individually and as Clinical Director of the Minnesota Extended Treatment Options, a program of the Minnesota Department of Human Services, an agency of the State of Minnesota; and State of Minnesota,

Defendants.

Court File No.: 09-CV-1775 DWF/FLN

**STIPULATION FOR ENTRY OF  
FINAL ORDER, FINAL ORDER,  
AND JUDGMENT**

### STIPULATION

The parties above-named, by and through their counsel, stipulate and agree to the Court's entry of a Final Order approving the parties' Settlement Agreement ("Agreement"), attached as "Final Order Exhibit A" and expressly incorporated herein, and for Entry of Judgment, including, but not limited to:

1. Ratifying the certification of the Settlement Class and approving the Agreement, judging its terms to be fair, reasonable, adequate and in the best interests of the Settlement Class Members, directing its consummation in accordance with its terms, and reserving continuing jurisdiction for the time period set forth in the Agreement to enforce compliance with the provisions of the Agreement and the Judgment, as well as assuring proper distribution of the Settlement payments;

2. Dismissing this Action and all claims released in the Agreement against the state and its agencies as well as Defendants Douglas Bratvold and Scott TenNapel, in their official and individual capacities, with prejudice and without costs to any party.

3. Permanently barring and enjoining Settlement Class Members, or Plaintiffs, from asserting, commencing, prosecuting or continuing any of the Claims which were settled and/or released in the Agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Shamus P. O'Meara (#221454)  
Mark R. Azman (#237061)  
M. Annie Mullin (#0389206)  
7401 Metro Boulevard, Suite 600  
Minneapolis, MN 55439-3034  
(952) 831-6544

**ATTORNEYS FOR PLAINTIFFS**

**STATE OF MINNESOTA**

Dated: \_\_\_\_\_

\_\_\_\_\_  
P. Kenneth Kohnstamm (#5740X)  
Office of the Attorney General  
1100 Bremer Tower  
445 Minnesota Street  
St. Paul, MN 55101  
(651) 757-1266

**ATTORNEYS FOR DEFENDANTS STATE  
OF MINNESOTA, DEPARTMENT OF  
HUMAN SERVICES, METO, AND  
DOUGLAS BRATVOLD**

**FREDRIKSON & BYRON, P.A.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Samuel D. Orbovich (# 137017)  
Christopher A. Stafford (#387971)  
200 South 6th Street, Suite 4000  
Minneapolis, MN 55402  
(612) 492-7376  
(612) 492-7077 (fax)

**ATTORNEYS FOR DEFENDANT SCOTT  
TENNAPEL**

**FINAL ORDER**

BASED UPON THE FOREGOING Stipulation of the Parties, the Court hereby issues its FINAL ORDER as follows:

1. The certification of the Settlement Class is hereby ratified and the Settlement Agreement (“Agreement”), attached as “Final Order Exhibit A” and expressly incorporated herein, is approved and its terms adjudged to be fair, reasonable, adequate and in the best interests of the Settlement Class Members, and it is hereby ordered that the parties are directed to consummate the Agreement in accordance with its terms, and this Court hereby reserves continuing jurisdiction for the time period set forth in the Agreement to enforce compliance with the provisions of the Agreement and the Judgment, as well as assuring proper distribution of the Settlement payments.

2. This Action, and all claims released in the Agreement against the State and its agencies as well as Defendants Douglas Bratvold and Scott TenNapel, in their official and individual capacities, are hereby DISMISSED WITH PREJUDICE, and without costs to any party.

3. The disbursement of the Settlement Amount is hereby ordered to be disbursed or otherwise paid into the Court, as set out in Final Order Exhibit B, attached and incorporated herein.

4. Settlement Class Members and Plaintiffs are permanently barred and enjoined from asserting, commencing, prosecuting or continuing any of the Claims which are settled and/or released in the Agreement.

5. To the extent of this Court's authority, the Settlement Amount paid to Plaintiffs and Class Members shall not jeopardize any disability benefits or related benefits or funding they are receiving or for which they may qualify.

LET JUDGMENT BE ENTERED ACCORDINGLY FORTHWITH.

BY THE COURT

Dated: \_\_\_\_\_, 2011.

\_\_\_\_\_  
The Honorable Donovan Frank

**JUDGMENT**

Pursuant to the foregoing Stipulation and Final Order,

IT IS HEREBY ADJUDGED:

1. The certification of the Settlement Class is ratified and the Settlement Agreement (“Agreement”), attached as Exhibit A and expressly incorporated herein, is approved and its terms adjudged to be fair, reasonable, adequate and in the best interests of the Settlement Class Members, and the parties are directed to consummate the Agreement in accordance with its terms, and the Court reserves continuing jurisdiction for the time period set forth in the Agreement to enforce compliance with the provisions of the Agreement and the Judgment, as well as assuring proper distribution of the Settlement payments.

2. This Action, and all claims released against the State and its agencies as well as Defendants Douglas Bratvold and Scott TenNapel, in their official and individual capacities, are hereby DISMISSED WITH PREJUDICE, and without costs to any party.

3. Settlement Class Members and Plaintiffs are permanently barred and enjoined from asserting, commencing, prosecuting or continuing any of the Claims which are settled and/or released in the Agreement.

4. To the extent of this Court’s authority, the Settlement Amount paid to Plaintiffs and Class Members shall not jeopardize any disability benefits or related benefits or funding they are receiving or for which they may qualify.

BY THE COURT ADMINISTRATOR,

(District Court Seal)

\_\_\_\_\_  
Deputy Administrator

CLASS ACTION EXHIBIT 5

AG: #2841316-v1