

1 CHAIN | COHN | STILES
 Matthew C. Clark, Esq. (SBN 218784) | mclark@chainlaw.com
 2 Neil K. Gehlawat, Esq. (SBN 289388) | ngehlawat@chainlaw.com
 3 1731 Chester Avenue
 Bakersfield, CA 93301
 4 Telephone: (661) 323-4000
 Facsimile: (661) 324-1352

5
 6 LAW OFFICES OF DALE K. GALIPO
 Dale K. Galipo, Esq. (SBN 144074) | dalekgalipo@yahoo.com
 7 Thomas C. Seabaugh, Esq. (SBN 272458) | tseabaugh@galipolaw.com
 21800 Burbank Boulevard, Suite 310
 8 Woodland Hills, CA 91367
 Telephone: (818) 347-3333
 9 Facsimile: (818) 347-4118

10 Attorneys for Plaintiffs

11
 12 UNITED STATES DISTRICT COURT
 13 EASTERN DISTRICT OF CALIFORNIA

15 D.G., a minor, by and through his guardian
 ad litem, Denise Bonilla, individually and as
 16 successor-in-interest to David Garcia,
 deceased;
 17 D.E.G., a minor, by and through her
 guardian ad litem, Denise Bonilla,
 18 individually and as successor-in-interest to
 David Garcia, deceased;
 19 G.D., a minor, by and through her guardian
 ad litem, Denise Bonilla, individually and as
 20 successor-in-interest to David Garcia,
 21 deceased;
 22 RAMONA RAMIREZ NUNEZ,
 individually,

23 Plaintiffs,

24 v.

25 COUNTY OF KERN; DOES 1 THROUGH
26 10,

27 Defendants.
28

CASE NO. 1:15-CV-00760-JAM-JLT

JAM
 [PROPOSED] ORDER APPROVING
 COMPROMISE FOR MINORS D.G.,
 D.E.G and G.D.

DATE: June 20, 2017
 TIME: 1:30 P.M.
 CRTRM: Robert T. Matsui US
 Courthouse
 501 I Street
 Courtroom 6, 14th Floor
 Sacramento, CA 95814

Judge: Hon. John A. Mendez

1 The Petition of Denise Bonilla, as Guardian ad Litem for Plaintiffs, D.G., D.E.G, and G.D.,
2 minors, for an Order approving Compromise of the Claim of Plaintiffs, D.G., D.E.G. and G.D.
3 came on regularly for hearing on June 20, 2017 at 9:30 a.m., in Courtroom 6, 14th Floor of the
4 Robert T. Matsui United States Courthouse located at 501 I Street, Sacramento, California before
5 the Honorable Judge, John A. Mendez.

6 Neil K. Gehlawat appeared on behalf of Plaintiffs, D.G., D.E.G. and G.D. who were
7 present with petitioner, Denise Bonilla, their guardian ad litem. There was no appearance by
8 anyone on behalf of Defendants.

9 No opposition having been submitted by Defendants, and good cause appearing therefore,

10 **IT IS HEREBY STIPULATED:**

11 1. Defendant County of Kern agrees to pay the combined sum of \$400,000.00
12 (hereinafter "settlement money") on behalf of all defendants County of Kern and Deputy Robert
13 Reed in consideration of a full and final release and discharge of and from all claims, charges, and
14 demands of Plaintiffs, D.G., D.E.G. and G.D. arising from this action. Petitioner is hereby
15 authorized and directed to execute and deliver to defendants a full, complete, and final release and
16 discharge of and from any and all claims and demands of herself and Plaintiffs, D.G, D.E.G, and
17 G.D. by reason of the incident described herein and resulting injuries, upon receipt of the
18 settlement money.

19 2. From the above settlement money, the County of Kern agrees to pay
20 \$55,000.00 for the purchase of an annuity on behalf of plaintiff, D.G., with a guaranteed
21 benefit of \$70,462.87, as more fully described in the Settlement Proposal attached hereto as
22 **Exhibit "A"**. The parties have arranged for the purchase of a tax-free structured settlement
23 annuity policy for D.G. from Metropolitan Life Insurance Company through broker Tom
24 Stevenson of Atlas Settlements. The defendants County of Kern and Deputy Robert Reed
25 (hereinafter collectively referred to as "County") agree to execute a Settlement Agreement
26 and Release and execute a "Qualified Assignment" of their obligation to make periodic
27 payments pursuant thereto in compliance with I.R.C. Section 104(a)(2) and Section
28 130(c) of the Internal Revenue Code of 1986, as amended. Said assignment shall be made to

1 Metlife Tower Resources Group ("Assignee"). Upon doing so, the County will no longer be
2 obligated to make further periodic payments and the Assignee will be the plaintiff's sole obligor
3 with respect to the future periodic payments. Assignee shall purchase a structured settlement
4 annuity for \$55,000.00 through Metropolitan Life Insurance Company, which is rated A+, Class
5 15 through A.M. Best Insurance Rating Service. The payments shall be assigned to Metlife Tower
6 Resources Group, Inc. by way of a Qualified Assignment by the County. The payments will be
7 guaranteed through the issuance of a Letter of Guarantee from Metlife Tower Resources Group,
8 assumed under the Qualified Assignment. In accordance with the structured settlement agreement,
9 the assignee will fund the obligation to make payments through the purchase of an Annuity from
10 Metropolitan Life Insurance Company. Said annuity shall provide guaranteed periodic payments
11 (subject to annuity rates in effect at the time of purchase) made according to the schedule
12 found in the Settlement Proposal attached hereto as **Exhibit "A"**.

13 Such assignment shall be accepted by the Plaintiff without right of rejection and shall
14 completely release and discharge the Defendants from such obligations hereunder as are assigned
15 to Assignee(s).

16 No part of the said \$55,000.00 may be paid to the Petitioner Denise Bonilla and this
17 court having determined that a tax-free structured settlement is in the best interest of the
18 minor. D.G. by and through his guardian ad litem, Denise Bonilla, is authorized to settle
19 this claim on behalf of D.G. and receive and negotiate funds on behalf of the minor. No bond
20 shall be required of D.G., by and through her guardian ad litem, Denise Bonilla. Receipt of
21 purchase of annuity is to be filed with the Court within sixty (60) days.

22 3. From the above settlement money, the County of Kern agrees to pay
23 \$55,000.00 for the purchase of an annuity on behalf of plaintiff, D.E.G., with a
24 guaranteed benefit of \$73,526.87, as more fully described in the Settlement Proposal
25 attached hereto as **Exhibit "B"**. The parties have arranged for the purchase of a tax-
26 free structured settlement annuity policy for D.E.G. from Metropolitan Life Insurance
27 Company through broker Tom Stevenson of Atlas Settlements. The Defendants County
28 of Kern and Deputy Robert Reed (hereinafter collectively referred to as "County") agree to

1 execute a Settlement Agreement and Release and execute a "Qualified Assignment" of
2 their obligation to make periodic payments pursuant thereto in compliance with
3 I.R.C. Section 104(a)(2) and Section 130(c) of the Internal Revenue Code of 1986, as
4 amended. Said assignment shall be made to Metlife Tower Resources Group Inc.
5 ("Assignee"). Upon doing so, County will no longer be obligated to make further
6 periodic payments and the Assignee will be the plaintiff's sole obligor with respect to the
7 future periodic payments. Assignee shall purchase a structured settlement annuity for
8 \$55,000.00 through Metropolitan Life Insurance Company, which is rated A+, Class 15
9 through A.M. Best Insurance Rating Service. The payments shall be assigned to Metlife Tower
10 Resources Group, Inc. by way of a Qualified Assignment by the Defendants County of Kern.
11 The payments will be guaranteed through the issuance of a Letter of Guarantee from
12 Metropolitan Life Insurance Company, assumed under the Qualified Assignment. In
13 accordance with the structured settlement agreement, the assignee will fund the obligation to
14 make payments through the purchase of an Annuity from Metropolitan Life Insurance
15 Company. Said annuity shall provide guaranteed periodic payments (subject to annuity rates
16 in effect at the time of purchase) made according to the schedule found in the Settlement
17 Proposal attached hereto as **Exhibit "C"**. Such assignment shall be accepted by the Plaintiff
18 without right of rejection and shall completely release and discharge the Defendant from such
19 obligations hereunder as are assigned to Assignee(s).

20 No part of the said \$55,000.00 may be paid to the Petitioner Denise Bonilla and this
21 court having determined that a tax-free structured settlement is in the best interest of the
22 minor D.E.G., by and through her guardian ad litem, Denise Bonilla, is authorized to settle
23 this claim on behalf of D.E.G. and receive and negotiate funds on behalf of the minor. No
24 bond shall be required of D.E.G., by and through her guardian ad litem, Denise Bonilla. Receipt of
25 purchase of annuity is to be filed with the Court within sixty (60) days.

26 4. From the above settlement money, the County of Kern agrees to pay
27 \$55,000.00 for the purchase of an annuity on behalf of plaintiff, G.D., with a guaranteed
28 benefit of \$64,039.69, as more fully described in the Settlement Proposal attached hereto as

1 **Exhibit "C"**. The parties have arranged for the purchase of a tax-free structured settlement
2 annuity policy for G.D. from Metropolitan Life Insurance Company through broker Tom
3 Stevenson of Atlas Settlements. The defendants County Of Kern, and Deputy Robert Reed
4 (hereinafter collectively referred to as "County") agree to execute a Settlement Agreement
5 and Release and execute a "Qualified Assignment" of their obligation to make periodic
6 payments pursuant thereto in compliance with I.R.C. Section 104(a)(2) and Section
7 130(c) of the Internal Revenue Code of 1986, as amended. Said assignment shall be made to
8 Metlife Tower Resources Group, Inc. ("Assignee"). Upon doing so, the defendants will no
9 longer be obligated to make further periodic payments and the Assignee will be the plaintiff's
10 sole obligor with respect to the future periodic payments. Assignee shall purchase a structured
11 settlement annuity for \$55,000.00 through Metropolitan Life Insurance Company, which is rated
12 A+, Class 15 through A.M. Best Insurance Rating Service. The payments shall be assigned to
13 Metlife Tower Resources Group, Inc. by way of a Qualified Assignment by the Defendants
14 County. The payments will be guaranteed through the issuance of a Letter of Guarantee from
15 Metropolitan Life Insurance Company assumed under the Qualified Assignment. In accordance
16 with the structured settlement agreement, the assignee will fund the obligation to make payments
17 through the purchase of an Annuity from Metropolitan Life Insurance Company. Said annuity
18 shall provide guaranteed periodic payments (subject to annuity rates in effect at the time of
19 purchase) made according to the schedule found in the Settlement Proposal attached hereto as
20 Exhibit "D". Such assignment shall be accepted by the Plaintiff without right of rejection and
21 shall completely release and discharge the Defendant from such obligations hereunder as are
22 assigned to Assignee(s).

23 No part of the said \$55,000.00 may be paid to the Petitioner Denise Bonilla, and this
24 court having determined that a tax-free structured settlement is in the best interest of the
25 minor. G.D., by and through her guardian ad litem, Denise Bonilla is authorized to settle
26 this claim on behalf of G.D. and receive and negotiate funds on behalf of the minor. No bond
27 shall be required of G.D. by and through her guardian ad litem, Denise Bonilla. Receipt of
28 purchase of annuity is to be filed with the Court within sixty (60) days.

