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**LAW OFFICE OF STEWART KATZ**  
Stewart Katz, SBN # 127425  
Guy Danilowitz, SBN # 257733  
555 University Avenue, Suite 270  
Sacramento, CA 95825  
(916) 444-5678

Attorney for Plaintiffs  
Estate of MATTHEW McEVERS, deceased, by and through BRETT McEVERS and  
GABRIEL McEVERS (minors through their mother and guardian ad litem Shannon  
McEvers) AND SHANNON McEVERS as successors in interest; BRETT McEVERS,  
Individually; GABRIEL McEVERS, Individually; SHANNON McEVERS, Individually;  
and LYNETTE McEVERS, Individually

**UNITED STATES DISTRICT COURT**  
**EASTERN DISTRICT OF CALIFORNIA**

Estate of MATTHEW McEVERS, deceased, by  
and through BRETT McEVERS and GABRIEL  
McEVERS (minors through their mother and  
guardian ad litem Shannon McEvers) and  
SHANNON McEVERS, as successors in  
interest; BRETT McEVERS, Individually;  
GABRIEL McEVERS, Individually;  
SHANNON McEVERS, Individually; and  
LYNETTE McEVERS, Individually,  
Plaintiffs,

vs.

COUNTY OF SACRAMENTO; Sacramento  
County Sheriff's Department Sheriff LOU  
BLANAS; Sacramento County Sheriff's  
Department Captain MARK IWASA;  
Sacramento County Sheriff's Deputy ANGELA  
EISENTROUT; Federal U.S. Marshal  
ANTONIO AMADOR; Deputy U.S. Marshal  
KRIS KUELPER; Deputy U.S. Marshal Federal  
Pre-trial Services Chief ROBERT DUNCAN;  
Federal Pre-trial Services officer SANDRA  
HALL; the UNITED STATES OF AMERICA  
Defendants.

CASE NO. 2:06-CV-02161 LRH RAM

**STIPULATION OF PARTIES  
REQUESTING COURT APPROVAL  
OF SETTLEMENT OF MINORS'  
CLAIMS AGAINST DEFENDANTS  
ANTONIO AMADOR, KRIS  
KUELPER, ROBERT DUNCAN,  
SANDRA HALL, THE UNITED  
STATES OF AMERICA, AND ANY  
OTHER UNNAMED AGENTS OF  
THE UNITED STATES OF  
AMERICA; [PROPOSED] ORDER**

STIPULATION REQUESTING APPROVAL OF MINORS' CLAIMS AGAINST  
FEDERAL DEFENDANTS; [PROPOSED] ORDER

1 PURSUANT TO LOCAL RULE 202, the parties to the above-referenced action by  
2 and through their undersigned attorneys hereby stipulate and respectfully request the Court  
3 to approve the settlement of the minors' claims as to defendants Antonio Amador, Kris  
4 Kuelper, Robert Duncan, Sandra Hall, The United States of America, and any other  
5 unnamed agents of the United States of America (hereinafter "Federal Defendants") in this  
6 matter for the reasons set forth below.  
7

8 **BASIS FOR APPROVAL OF PROPOSED SETTLEMENT**  
9 **OR COMPROMISE OF MINORS' CLAIMS**

10 The above-referenced case involves plaintiffs Brett McEvers and Gabriel McEvers,  
11 who are the minor sons of the decedent Matthew McEvers.

12 The above-referenced matter is a civil rights action brought under 42 U.S.C. section  
13 1983, with supplemental state law claims, regarding the suicide of Matthew McEvers at the  
14 Sacramento County Main Jail. The action was brought against various defendants who have  
15 been consistently described as Sacramento County Defendants and Federal Defendants. The  
16 Sacramento County Defendants are the County of Sacramento, Sacramento County Sheriff's  
17 Department Sheriff Lou Blanas, Sacramento County Sheriff's Department Captain Mark  
18 Iwasa, and Sacramento County Sheriff's Deputy Angela Eisentrout. The Federal  
19 Defendants are U.S. Marshal Antonio Amador, Deputy U.S. Marshal Kris Kuelper, Deputy  
20 U.S. Marshal Federal Pre-trial Services Chief Robert Duncan, former Federal Pre-trial  
21 Services officer and current Chief Sandra Hall, and the United States of America. Plaintiffs  
22 claimed that both individual and entity defendants were responsible for the decedent's death.

23 Extensive discovery has been conducted in this case. The Federal Defendants and  
24 plaintiffs participated in a private mediation with former United States District Judge for the  
25 Eastern District of California, Raul Ramirez. At that mediation, a settlement was reached  
26 between the Federal Defendants and plaintiffs, contingent upon agency approval. The  
27 appropriate federal agencies have now approved that settlement.  
28

1 A separate settlement was reached with the Sacramento County Defendants prior to  
2 the federal mediation for the sum of \$250,000.00. All parties at the mediation involving the  
3 Federal Defendants were aware of the terms of the settlement with the Sacramento County  
4 Defendants.

5 This motion seeks approval of settlement with the Federal Defendants as it applies to  
6 the minors in this matter.

7 1. **Minors' names:** Brett McEvers and Gabriel McEvers

8 2. **Age/Sex of Minors:** Brett McEvers is a six year old male, DOB 03/01/2004;  
9 Gabriel McEvers is an eight year old male, DOB 03/06/2002.

10 3. **Causes of Action:** The causes of action to be settled in this case on behalf of the  
11 minors involve both federal and state law claims based on plaintiffs' allegations that the  
12 Federal Defendants failed to take appropriate measures to prevent the suicide of decedent  
13 Matthew McEvers.

14 4. **Factual Basis:**

15 Matthew McEvers committed suicide on May 18, 2005, at the Sacramento County  
16 Main Jail. McEvers was a federal pre-trial detainee housed at the Sacramento County Main  
17 Jail pursuant to a contract between the United States and Sacramento County. McEvers,  
18 who was living at Wright Air Force base in Ohio where his wife was on active duty, was  
19 facing federal criminal charges for causing physical injuries to his younger son, Brett.

20 In August 2004, McEvers was allowed to return to Sacramento, where he was from  
21 and where his family lives, subject to the terms of pre-trial supervision. During his release  
22 he lived with his mother, Lynette McEvers, and his stepfather.

23 On May 13, 2005, Matthew McEvers' pre-trial release was terminated because of  
24 continued contact with his wife and children and because of alcohol abuse, both of which  
25 were contrary to the terms of his release. Deputy U.S. Marshals Kris Kuelper and Mark  
26 Groboske arrested him without incident at his mother and stepfather's home.

27 Matthew's stepfather called Pre-trial Services Officer Sandy Hall almost  
28 immediately after McEvers was taken into custody to warn her of his concerns that McEvers

1 might be suicidal. Hall claims and Kuelper denies that she relayed this information to  
2 Kuelper with the belief that this information would be passed along to the Sacramento Main  
3 Jail. It is undisputed that no information regarding this report to a Federal Defendant of  
4 McEvers' risk of suicide was relayed to or received by anyone at the Sacramento County  
5 Main Jail.

6 On May 17, 2005, the day before Matthew McEvers committed suicide, McEvers'  
7 mother spoke with Hall and expressed her fears of her son's suicidality because he stated in  
8 a recorded jail telephone call that he was going to hang himself. There is a factual dispute  
9 between Hall and Mrs. McEvers as to the exact content of their conversation, though their  
10 versions are generally in accord as to the length of the call and that the subject of his  
11 suicidality was discussed. It is undisputed that neither Hall nor McEvers' mother forwarded  
12 any of the information referenced in this call to either the jail or any of the marshals.

13 Inmate social telephone calls from the Sacramento Main Jail are all recorded;  
14 however, these calls are neither monitored contemporaneously nor reviewed as a matter of  
15 course. Recordings of McEvers' telephone calls confirmed his having explicitly expressed  
16 his suicidal intentions.

17 The morning of May 18, 2005, McEvers committed suicide by hanging.

18 5. **Extent of Injuries:** The minor plaintiffs' injuries in this action are emotional  
19 injuries resulting from the loss of the love and support of their father and economic injuries  
20 resulting from the loss of their father's financial support.

21 At the time of Matthew McEvers' death, he was legally prohibited (though this legal  
22 mandate had been disregarded) from seeing his children due to the nature of the charges, and  
23 he was facing a period of imprisonment.

24 While on supervised release, Matthew McEvers, who was a high school graduate,  
25 was working as a cable television installer and was contributing several hundred dollars a  
26 month towards the support of his children's financial needs.

27 6. **Compromise determination:** As noted above, the plaintiffs have reached separate  
28 settlement agreements with the Sacramento County Defendants and Federal Defendants. On

1 March 18, 2010, the Court approved the parties' stipulation regarding the settlement of the  
2 minors' claims against the Sacramento County Defendants. The liability and theories of  
3 liability as to the Sacramento County Defendants and Federal Defendants are independent of  
4 each other.

5 A settlement was reached with the Federal Defendants because plaintiffs sought both  
6 closure and to avoid the uncertainties of trial as to damages, in particular, due to Matthew  
7 McEvers' limited work history and questions surrounding his future contact with the  
8 children because of various court orders.

9 The Federal Defendants were motivated to settle because the United States was  
10 liable for the non-constitutional torts of its agents acting in the scope of their employment.  
11 The anticipated trial scenario would have involved at least two of its agents, Deputy U.S.  
12 Marshal Kuelper and Federal Pre-trial Services Officer Hall, pointing fingers at and  
13 ascribing liability to each other. In a best case scenario, neither of the two would have been  
14 individually liable for constitutional torts. In a worst case scenario, both would have been  
15 individually liable for constitutional torts. In any case, the United States would have been  
16 directly liable for the actions and failures to act of its agents.

17 There was additional financial motivation for the United States to settle as it had  
18 already retained two separate sets of outside counsel. There was the prospect that a third  
19 outside attorney would have been required to defend Kuelper. Should this matter have  
20 proceeded to trial, the United States would have expended a substantial additional amount in  
21 attorneys' fees which would have been unlikely to improve the position of the United States  
22 in this case.

23 Finally, the United States recognized that they were responsible for their agents'  
24 actions that contributed to McEvers' death and that a fair resolution was the right thing to  
25 do.

26 The total proposed settlement with the Federal Defendants totals \$661,000.00 with  
27 the understanding that the funds be allocated in that:

28

- 1 • \$200,000.00 be placed in a blocked account in a federally insured institution for the  
2 benefit of Gabriel McEvers until he reaches eighteen years of age, unless the Court  
3 authorizes the withdrawal and expenditure of any portion of those funds. The  
4 money may be deposited in multiple federally insured institutions if the amount at  
5 any one institution exceeds the maximum amount of a deposit that can be federally  
6 insured. However, a Certificate of Deposit (CD) may be purchased at the same bank  
7 and is to be in the same name as the account for Gabriel McEvers that has been  
8 established without further order of the Court.
- 9 • \$200,000.00 be placed in a blocked account in a federally insured institution for the  
10 benefit of Brett McEvers until he reaches eighteen years of age, unless the Court  
11 authorizes the withdrawal and expenditure of any portion of those funds. The  
12 money may be deposited in multiple federally insured institutions if the amount at  
13 any one institution exceeds the maximum amount of a deposit that can be federally  
14 insured. However, a Certificate of Deposit (CD) may be purchased at the same bank  
15 and is to be in the same name as the account for Brett McEvers that has been  
16 established without further order of the Court.
- 17 • \$43,937.33 be paid to Shannon McEvers;  
18 • \$43,937.33 be paid to Lynette McEvers;  
19 • \$162,624.85 be paid to the Law Office of Stewart Katz for fees.

20 A copy of the settlement and release as to the claims against the Federal Defendants  
21 is attached as Exhibit 1. The attached Settlement Agreement and Release is for the minor  
22 plaintiffs, as well as the wife and mother of McEvers. It is signed by plaintiff Shannon  
23 McEvers, the mother of the minor children who is designated the guardian ad litem in this  
24 matter, and by plaintiff Lynette McEvers, the mother of Matthew McEvers.

25 The minors' money can thus be accessed (subject to Court approval) to both help  
26 meet any unexpected immediate needs of the children who live with their mother and also  
27 help provide the children with a greater opportunity to be financially able to obtain a college  
28 or advanced vocational education.

1 **7. Attorney's Fees and Costs.**

2 Plaintiffs' attorney, Stewart Katz, was hired in late 2005 by plaintiffs through their  
3 guardian ad litem and has handled their case throughout these proceedings. This  
4 compromise allocates twenty-five percent of the recovery from the Federal Defendants, less  
5 costs, in attorneys' fees. This amount of fees is less than plaintiffs' counsel would have  
6 been entitled to pursuant to a fee award and is consistent with the applicable statutory  
7 provisions.

8 In total, plaintiffs' counsel's office spent over 1,050 hours prosecuting the civil  
9 rights action. Based on hourly rates of \$350.00 (795.7 hours) for Stewart Katz; \$150.00  
10 (143.8 hours) for Guy Danilowitz; \$300.00 (14.1 hours) for Costa Kerestenzis; \$250.00  
11 (10.0 hours) for Joseph George Jr.; and \$75.00 (90.25 hours) for paralegal Erica Ballinger,  
12 the attorney's fees totaled \$313,563.75.

13 Attached as Exhibit 2 are the costs associated with the civil rights action as to the  
14 Federal Defendants. Those costs equal \$10,500.49. (None of these costs are duplicative of  
15 any of the costs allocated to the portion of the case against the Sacramento County  
16 Defendants.)

17 Finally, plaintiffs' counsel notes that the amount of the settlement for fees and costs  
18 is appropriate as it has been approved by the guardian ad litem for the minors, and given the  
19 risk taken by plaintiffs' counsel to prosecute this matter. Counsel took the matters on a  
20 contingency basis and advanced all fees and costs and thus went unpaid during the  
21 prosecution of this action.

22 Plaintiffs' case settled against the Sacramento County Defendants and Federal  
23 Defendants for a total of \$911,000.00 of which \$250,000.00 was allocated to Gabriel  
24 McEvers, \$250,000.00 was allocated to Brett McEvers, \$63,937.33 was allocated to  
25 Shannon McEvers, \$63,937.33 was allocated to Lynette McEvers; \$267,790.00 was  
26 allocated to the Law Office of Stewart Katz for fees; and \$15,335.34 was allocated to pay  
27 costs of the lawsuit.

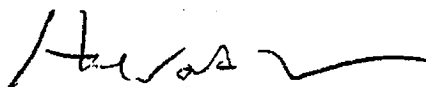
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1 This stipulation may be executed in any number of counterparts, each of which shall  
2 be an original, but all of which together shall constitute one instrument. Each of the parties  
3 below may execute this agreement through separate signature pages, with, as necessary  
4 appropriate verifications of their signatures, which will then be incorporated into one final  
5 document, which will then constitute the parties' final stipulation. When all signatures have  
6 been assembled into one final document, copies of same will be provided to the parties, by  
7 and through their respective counsel.

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Dated: 4-21, 2010

LAW OFFICE OF STEWART KATZ

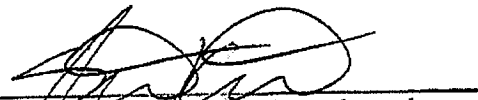
  
STEWART KATZ  
Attorney for Plaintiffs

Dated: 4.27.10, 2010

ANDRÉ BIROTTE JR.  
United States Attorney  
LEON W. WEIDMAN  
Assistant United States Attorney  
Chief, Civil Division

  
DAVID A. DEJUTE  
Assistant United States Attorney  
Attorney for the United States

Dated: 4/18/10, 2010

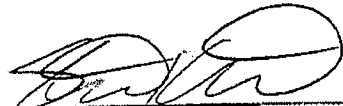
  
BRETT McEVERS, a minor, through  
his Guardian Ad Litem, SHANNON  
McEVERS and as successor in interest of  
the Estate of Matthew McEvers

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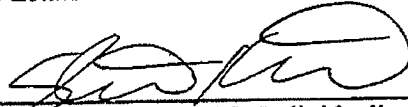


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Dated: 4/18, 2010

  
GABRIEL McEVERS, a minor, through  
his Guardian Ad Litem, SHANNON  
McEVERS and as successor in interest of  
the Estate of Matthew McEvers

Dated: 4/18, 2010


  
SHANNON McEVERS, Individually and as  
successor in interest of the Estate of Matthew  
McEvers

Dated: 4/21/10, 2010

  
LYNETTE McEVERS, Individually

**IT IS SO ORDERED:**

Dated: 5/11/10

  
United States District Judge

# **EXHIBIT 1**

1 ANDRÉ BIROTTE JR.  
United States Attorney  
2 LEON W. WEIDMAN  
Assistant United States Attorney  
3 Chief, Civil Division  
DAVID A. DeJUTE  
4 Assistant United States Attorney  
California Bar No. 153527  
5 Room 7516, Federal Building  
300 North Los Angeles Street  
6 Los Angeles, California 90012  
Telephone: (213) 894-2574  
7 Facsimile: (213) 894-7819  
Email: david.dejute@usdoj.gov

8 Attorneys for the United States  
9

10 UNITED STATES DISTRICT COURT  
11 FOR THE EASTERN DISTRICT OF CALIFORNIA  
12

13 Estate of MATTHEW McEVERS, deceased,  
by and through BRETT McEVERS and  
14 GABRIEL McEVERS (minors through their  
mother and guardian ad litem Shannon  
15 McEvers) and SHANNON McEVERS, as  
successors in interest; BRETT  
16 McEVERS, Individually; GABRIEL  
McEVERS, Individually, SHANNON  
17 McEVERS, Individually; and LYNETTE  
McEVERS, Individually,

18 Plaintiffs,

19 v.

20 COUNTY OF SACRAMENTO; Sacramento  
County Sheriff's Department Sheriff  
21 LOU BLANAS; Sacramento County  
Sheriff's Department Captain MARK  
22 IWASA; Sacramento County Sheriff's  
Deputy ANGELA EISENTROUT; Federal  
23 U.S. Marshal ANTONIO AMADOR; Deputy  
U.S. Marshal KRIS KUELPER; Federal  
24 Pre-trial Services Chief ROBERT  
DUNCAN; Federal Pre-trial Services  
25 Officer SANDRA HALL; and the UNITED  
26 STATES OF AMERICA,

27 Defendants.

) No. 06-CV-02161 LRH RHM  
)

) **STIPULATION FOR**  
) **COMPROMISE SETTLEMENT**  
) **ON BEHALF OF THE UNITED**  
) **STATES AND ALL FEDERAL**  
) **DEFENDANTS;**

) **AND,**

) **[PROPOSED] ORDER**  
) **THEREON**

) Hon. Larry R. Hicks  
)

28

1           **IT IS HEREBY STIPULATED AND AGREED**, by and between  
2 plaintiffs Estate of MATTHEW McEVERS, deceased, by and through  
3 BRETT McEVERS and GABRIEL McEVERS (minors through their mother  
4 and guardian ad litem Shannon McEvers) and SHANNON McEVERS, as  
5 successors in interest; BRETT McEVERS, Individually; GABRIEL  
6 McEVERS, Individually, SHANNON McEVERS, Individually; and LYNETTE  
7 McEVERS, Individually ("Plaintiffs") and defendant UNITED STATES  
8 OF AMERICA ("Defendant") that the above-entitled action may be  
9 settled and compromised on the following terms and conditions:

10           1. The Defendant shall pay to Plaintiff the sum of Six  
11 Hundred Sixty-One Thousand Dollars (\$661,000), which sum shall be  
12 in full settlement and satisfaction of any and all claims,  
13 demands, rights, and causes of action of whatsoever kind and  
14 nature, arising from the incident or circumstances giving rise to  
15 this suit, which Plaintiffs or their heirs, executors,  
16 administrators, or assigns, and each and any of them, now have or  
17 may hereafter acquire against the Defendant or any of the  
18 Defendant's agents, servants or employees, including, but not  
19 limited to, the federal officials individually named as  
20 defendants; that is, defendants Federal U.S. Marshal ANTONIO  
21 AMADOR; Deputy U.S. Marshal KRIS KUELPER; Federal Pre-trial  
22 Services Chief ROBERT DUNCAN; and Federal Pre-trial Services  
23 Officer SANDRA HALL.

24           2. Plaintiffs and their heirs, executors, administrators  
25 or assigns hereby execute a general release of the Defendant and  
26 agree to accept the sum of Six Hundred Sixty-One Thousand Dollars  
27 (\$661,000) in full settlement and satisfaction of any and all  
28 claims, demands, rights, and causes of action of whatsoever kind

1 and nature arising from the incident or circumstances giving rise  
2 to this suit, which Plaintiffs may have or hereafter acquire  
3 against the Defendant, or against its agents, servants or  
4 employees, on account of the same subject matter that gave rise  
5 to the above-captioned lawsuit, including any future claim for  
6 personal injury, lost earnings, lost income, or medical expenses.

7 3. In addition, and notwithstanding anything to the  
8 contrary contained herein, Plaintiffs explicitly release any and  
9 all claims against the Defendant and all other defendants which  
10 the Plaintiffs do not know or suspect to exist in their favor at  
11 the time they execute this stipulation and general release, which  
12 if known to Plaintiffs would have materially affected Plaintiffs'  
13 settlement with the Defendant.

14 4. Plaintiffs and their heirs, executors, administrators  
15 and assigns further agree to reimburse, indemnify and hold  
16 harmless the Defendant, as well as its agents, servants, and  
17 employees, from any and all causes of action, claims, liens,  
18 rights, or subrogated or contribution interests incident to or  
19 resulting from further litigation or the prosecution of claims by  
20 Plaintiffs or their heirs, executors, administrators or assigns  
21 against any third party or against the Defendant, arising out of  
22 the incident or circumstances giving rise to this suit.

23 5. This Stipulation for Compromise Settlement shall not  
24 constitute an admission of liability or fault on the part of the  
25 Defendant, or its agents, servants, or employees, and is entered  
26 into by all parties herein for the purpose of compromising  
27 disputed claims and avoiding the expenses and risks of  
28 litigation.

1           6. It is also agreed, by and among the parties, that the  
2 sum of Six Hundred Sixty-One Thousand Dollars (\$661,000)  
3 represents the entire amount of the compromise settlement, and  
4 that the respective parties will each bear their own costs, fees,  
5 and expenses, and that any attorneys' fees owed by the Plaintiffs  
6 will not be paid in addition to the terms of this Stipulation and  
7 Compromise Settlement.

8           7. Payment of the sum of Six Hundred Sixty-One Thousand  
9 Dollars (\$661,000), the disbursement of which is contingent upon  
10 the approval of the Court of the concurrently filed stipulation  
11 of Minors' Compromise, will be made by check, processed by the  
12 National Finance Center, made payable as follows:

<u>NAME</u>	<u>AMOUNT</u>
Law Office of Stewart Katz	\$661,000
Client Trust Account	

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18           8. Plaintiffs agree that they will be obligated to pay any and  
19 all liens from any and all insurance companies, health care  
20 providers, attorneys, and any and all other persons or  
21 organizations who have or claim to have subrogated or assigned  
22 claims arising out of or related to the subject matter of this  
23 suit.

24           9. In consideration of the payment of the sum of Six  
25 Hundred Sixty-One Thousand Dollars (\$661,000), as set forth  
26 above, Plaintiffs agree that the above-captioned action may be  
27 dismissed with prejudice. The Court shall retain jurisdiction  
28 pending payment of the settlement amount.

1           10. Any and all individual taxation consequences as a  
2 result of this Stipulation are the sole and exclusive  
3 responsibility of the Plaintiffs. Defendant does not warrant any  
4 representation of any tax consequences of this Stipulation.  
5 Nothing contained herein shall constitute a waiver by Plaintiffs  
6 of any right to challenge any tax consequences of this  
7 Stipulation.


8           11. This written agreement contains all of the agreements  
9 between the parties, and is intended to be and is the final and  
10 sole agreement between the parties. The parties agree that any  
11 other prior or contemporaneous representations or understandings  
12 not explicitly contained in this written agreement, whether  
13 written or oral, are of no further legal or equitable force or  
14 effect. Any subsequent modifications to this agreement must be  
15 in writing, and must be signed and executed by the parties.

16           12. The undersigned represent that they have reviewed and  
17 understand this agreement, and that they are fully authorized to  
18 enter into the terms and conditions of this agreement and that  
19 they agree to be bound thereby. This agreement may be executed  
20 in counterparts, all of which, when taken together, shall  
21 constitute one agreement with the same force and effect as if all  
22 signatures had been entered on one documents. Signatures  
23 transmitted and received via facsimile shall be regarded as  
24 original signatures.

25 DATED:

4-21-10

LAW OFFICE OF STEWART KATZ



27 STEWART KATZ  
28 Attorney for Plaintiff

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DATED: 4/10/10

BRETT McEVERS



BRETT McEVERS, a minor, through his  
Guardian Ad Litem, SHANNON McEVERS, and  
as successor in interest of the Estate  
of Matthew McEvers

DATED: 4/18/10

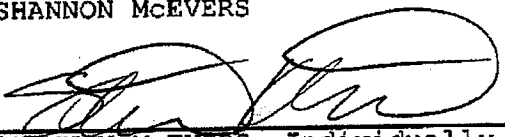
GABRIEL McEVERS



GABRIEL McEVERS, a minor, through his  
Guardian Ad Litem, SHANNON McEVERS, and  
as successor in interest of the Estate  
of Matthew McEvers

DATED: 4/10/10

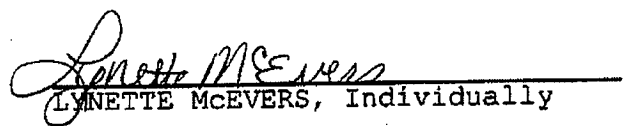
SHANNON McEVERS



SHANNON McEVERS, Individually and as  
successor in interest of the Estate  
of Matthew McEvers

DATED: 4/21/10

LYNETTE McEVERS

  
LYNETTE McEVERS, Individually

DATED: 4.27.10

ANDRÉ BIROTTE JR.  
United States Attorney  
LEON W. WEIDMAN  
Assistant United States Attorney  
Chief, Civil Division



DAVID A. DeJUTE  
Assistant United States Attorney  
Attorneys for the United States



# **EXHIBIT 2**

**McEvers v. County of Sacramento, et al.**  
**Case No. 2:06-CV-02161 LRH RAM**  
**Costs**

<b><u>DATE</u></b>	<b><u>EXPENSE</u></b>	<b><u>COST</u></b>
09/22/09	Golden State Reporting & Video: Deposition of Kevin Biernet	\$875.19
09/24/09	Golden State Reporting & Video: Deposition of Robert Duncan	\$955.70
09/30/09	Golden State Reporting & Video: Deposition of Sandra Hall	\$853.49
10/16/09	Golden State Reporting & Video: Deposition of Antonio Amador, Part 1	\$626.30
10/16/09	Golden State Reporting & Video: Deposition of Mark Groboske	\$801.45
10/16/09	Golden State Reporting & Video: Deposition of Antonio Amador, Part 2	\$359.68
11/04/09	Golden State Reporting & Video: Deposition of Randy Becker	\$843.94
11/18/09	Golden State Reporting & Video: Deposition of Carolyn Griffen and PMKs	\$1,347.81
11/18/09	Expert: Mark Holgerson	\$300.00
12/01/09	Golden State Reporting & Video: Deposition of Gary Yandell	\$503.13
01/13/10	Airline Travel for Shannon McEvers to attend Mediation with U.S.A.	\$533.80
01/28/10	Ramirez Arbitration & Mediation: Mediation with U.S.A.	<u>\$2,500.00</u>
	<b>TOTAL:</b>	<b>\$10,500.49</b>