

1 Mark E. Merin (State Bar No. 043849)  
Paul H. Masuhara (State Bar No. 289805)  
2 LAW OFFICE OF MARK E. MERIN  
1010 F Street, Suite 300  
3 Sacramento, California 95814  
Telephone: (916) 443-6911  
4 Facsimile: (916) 447-8336  
E-Mail: mark@markmerin.com  
5 paul@markmerin.com

6 Attorneys for Plaintiffs  
RYAN D. BASQUE and DENISE M. BASQUE

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8 PLACER COUNTY COUNSEL'S OFFICE  
BRETT D. HOLT (SBN 133525)  
175 Fulweiler Avenue  
9 Auburn, California 95603  
Telephone: (530) 889-4044  
10 Facsimile: (530) 889-4069  
Email: bholt@placer.ca.gov

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12 Attorney for Defendants  
COUNTY OF PLACER, PLACER COUNTY SHERIFF'S OFFICE,  
13 EDWARD N. BONNER, ERIC J. LOPPIN, WILLIAM K. OLSON,  
MATT H. WINCZNER, and DEVON M. BELL

14 UNITED STATES DISTRICT COURT  
15 EASTERN DISTRICT OF CALIFORNIA  
16 SACRAMENTO DIVISION

17 RYAN D. BASQUE, et al.,

18 Plaintiffs,

19 vs.

20 COUNTY OF PLACER, et al.,

21 Defendants.

Case No. 2:16-cv-02760-KJN

**STIPULATION TO APPROVE  
SETTLEMENT AGREEMENT AND  
MINORS' COMPROMISE;  
ORDER**

22 Plaintiffs Ryan D. Basque and Denise M. Basque (collectively, "Plaintiffs"), including Plaintiff  
23 Ryan D. Basque as Court-appointed *guardian ad litem* for non-party minors S.B. and E.B., and  
24 Defendants County of Placer, Placer County Sheriff's Office, Edward N. Bonner, Eric J. Lopin, William  
25 K. Olson, Matt H. Winczner, and Devon M. Bell (collectively, "Defendants") submit the following  
26 stipulation to approve settlement agreement and minors' compromise.

27 **I. STATEMENT OF RELEVANT FACTS**

28 On November 22, 2016, Plaintiffs initiated the instant matter. *See* ECF No. 1. Generally, the

1 action arises out of alleged civil rights violations by individual Defendants employed by public entity  
2 Defendants.

3 On December 27, 2016, Defendants responded, substantively denying the allegations. *See* ECF  
4 No. 15.

5 On June 27, 2017, the parties engaged in private mediation before Hon. Frank C. Damrell, Jr.  
6 (Ret.). Declaration of Mark E. Merin (“Merin Decl.”), ¶2.

7 On July 19, 2017, the parties reached the terms of a settlement agreement that resolved the entire  
8 action and all claims thereto, including the potential but as-yet-asserted claims of non-party minors S.B.  
9 and E.B. who were present during the beginning of the subject incident giving rise to the action. Merin  
10 Decl., ¶3. Specifically, Plaintiffs agreed to settle their claims, as well as the claims of S.B. and E.B.  
11 Merin Decl., ¶¶4-5.

12 On July 26, 2017, this Court approved Plaintiff Ryan D. Basque’s unopposed request for  
13 appointment as guardian ad litem for S.B. and E.B. *See* ECF No. 36.

## 14 II. STIPULATION

15 1. Plaintiffs Ryan D. Basque and Denise M. Basque, including Plaintiff Ryan D. Basque as  
16 Court-appointed *guardian ad litem* for non-party minors S.B. and E.B., and Defendants County of Placer,  
17 Placer County Sheriff’s Office, Edward N. Bonner, Eric J. Lopin, William K. Olson, Matt H. Winczner,  
18 and Devon M. Bell, have reached the terms of a settlement agreement completely and finally resolving  
19 all claims which were asserted, and which could be asserted, in connection with the instant action.

20 2. Non-party minors S.B. and E.B. potentially have as-yet-asserted claims arising from this  
21 action. Plaintiff Ryan D. Basque, in his capacity as Court-appointed *guardian ad litem* for S.B. and E.B.,  
22 seeks to sign the parties’ settlement agreement on behalf of S.B. and E.B., compromising their claims.

23 3. The parties agree that Plaintiffs will withhold \$1,000 from their portion of the settlement  
24 proceeds for each of S.B. and E.B., for a total of \$2,000. These withheld funds will be placed in a  
25 blocked bank account and held for the benefit of S.B. and E.B. until the date on which each reaches the  
26 age of majority. Each of S.B. and E.B. shall receive \$1,000 on the date they reach majority, pursuant to  
27 the terms of the parties’ settlement agreement.

28 4. Plaintiff Ryan D. Basque, in his capacity as Court-appointed *guardian ad litem* for S.B.

1 and E.B., will be responsible for procuring, maintaining, and, when appropriate, distributing the funds to  
2 each of S.B. and E.B.

3 IT IS SO STIPULATED.

4 Dated: August 3, 2017

5 Respectfully Submitted,  
LAW OFFICE OF MARK E. MERIN

6 /s/ Mark E. Merin

7 By: \_\_\_\_\_  
8 Mark E. Merin

9 Attorney for Plaintiffs  
RYAN D. BASQUE and DENISE M. BASQUE

10  
11 Dated: August 3, 2017

12 Respectfully Submitted,  
PLACER COUNTY COUNSEL'S OFFICE

13 /s/ Brett D. Holt  
(as authorized on August 3, 2017)

14 By: \_\_\_\_\_  
15 Brett D. Holt

16 Attorneys for Defendants  
17 COUNTY OF PLACER, PLACER COUNTY  
18 SHERIFF'S OFFICE, EDWARD N. BONNER,  
19 ERIC J. LOPPIN, WILLIAM K. OLSON,  
20 MATT H. WINCZNER, and DEVON M. BELL

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**III. ORDER**

Pursuant to the terms of the parties' stipulation, and consistent with E.D. Cal. L.R. 202, the Court APPROVES the parties' stipulation to approve settlement agreement and minors' compromise in this matter.

1. Plaintiffs Ryan D. Basque and Denise M. Basque, including Plaintiff Ryan D. Basque as Court-appointed *guardian ad litem* for non-party minors S.B. and E.B., and Defendants County of Placer, Placer County Sheriff's Office, Edward N. Bonner, Eric J. Lopin, William K. Olson, Matt H. Winczner, and Devon M. Bell's settlement agreement, completely and finally resolving all claims which were asserted, and which could be asserted, in connection with the instant action, is APPROVED.

2. Plaintiff Ryan D. Basque, in his capacity as Court-appointed *guardian ad litem* for S.B. and E.B., is AUTHORIZED and ORDERED to sign the parties' settlement agreement on behalf of S.B. and E.B., compromising their claims.

3. Pursuant to the terms of the parties' agreement, Plaintiffs are ORDERED to withhold \$1,000 from their portion of the settlement proceeds for each S.B. and E.B., for a total of \$2,000. The Court ORDERS that these withheld funds be placed in a blocked bank account and held for the benefit of S.B. and E.B. until the date on which each reaches the age of majority. Each of S.B. and E.B. shall receive \$1,000 on the date they reach majority, pursuant to the terms of the parties' settlement agreement.

4. Plaintiff Ryan D. Basque, in his capacity as Court-appointed *guardian ad litem* for S.B. and E.B., will be responsible for procuring, maintaining, and, when appropriate, distributing the funds to each of S.B. and E.B.

5. The Court maintains jurisdiction over the terms of this Order and the ability to modify its terms, if necessary.

6. The parties shall file an appropriate stipulation to dismiss the action within seven (7) days of execution of the settlement agreement.

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1 IT IS SO ORDERED.

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3 Dated: August 8, 2017

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6 KENDALL J. NEWMAN  
7 UNITED STATES MAGISTRATE JUDGE  
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