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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

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JENNIFER LANDEROS, individually
and as successor in interest to
DANIEL LANDEROS, Deceased; DEJA
LANDEROS, individually and as
successor in interest to DANIEL
LANDEROS, Deceased; B.M.L.,
individually and as successor in
interest to DANIEL LANDEROS,
Deceased, by and through
JENNIFER LANDEROS, as Guardian
ad Litem; J.J.L., individually
and as successor in interest to
DANIEL LANDEROS, Deceased, by
and through JENNIFER LANDEROS,
as Guardian ad Litem; D.F.L.,
individually and as successor in
interest to DANIEL LANDEROS,
Deceased, by and through
JENNIFER LANDEROS, as Guardian
ad Litem; and T.D.L.,
individually and as successor in
interest to DANIEL LANDEROS,
Deceased, by and through
JENNIFER LANDEROS, as Guardian
ad Litem,

Plaintiffs,

v.

SAMUEL SCHAFFER; STEVEN HOLSTAD;
JUSTIN PARKER; PATRICK SCOTT;
JEREMY BANKS; and CITY OF ELK

No. 2:17-cv-02598 WBS CKD

AMENDED ORDER APPROVING
MINORS' COMPROMISE

1 GROVE,

2 Defendants.

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5 Plaintiffs brought this suit against defendants as a
6 result of the death of their husband and father Daniel Landeros
7 in November 2016 during an encounter with City of Elk Grove
8 police officers. After the parties agreed to a settlement for a
9 total of \$1,700,000, minors J.J.L. and D.F.L., by and through
10 their guardian ad litem and mother Jennifer Landeros, moved for
11 approval of the compromise of their claims. (Docket No. 170.)
12 Plaintiffs have essentially agreed to split the settlement amount
13 equally, with each plaintiff receiving \$283,333.33 or \$283,333.34
14 before deduction of attorney's fees and costs.

15 Under the Eastern District of California's Local Rules,
16 the court must approve the settlement of the claims of a minor.
17 E.D. Cal. L.R. 202(b). The party moving for approval of the
18 settlement must provide the court "information as may be required
19 to enable the [c]ourt to determine the fairness of the settlement
20 or compromise[.]" Id. at L.R. 202(b)(2); see also Robidoux v.
21 Rosengren, 638 F.3d 1177, 1179 (9th Cir. 2011) (stating that
22 district courts have a duty "to safeguard the interests of minor
23 plaintiffs" that requires them to "determine whether the net
24 amount distributed to each minor plaintiff in the proposed
25 settlement is fair and reasonable[.]"). District courts must
26 "limit the scope of their review to the question whether the net
27 amount distributed to each minor plaintiff in the settlement is
28 fair and reasonable, in light of the facts of the case, the

1 minor's specific claim, and recovery in similar cases." Id. at
2 1181-82.

3 The court, after considering all of the relevant
4 submissions, and based on the court's familiarity with the facts
5 of the case after presiding over the jury trial in 2022, finds
6 that the settlement is fair, reasonable, and in the best interest
7 of minors J.J.L. and D.F.L.. See E.D. Cal. L.R. 202(b). The
8 settlement is for a substantial sum of \$283,333.33 or \$283,333.34
9 for each plaintiff, including the two minors, for a total of \$1.7
10 million, and it is not certain that plaintiffs would recover that
11 amount against defendants if the case proceeded to trial again,
12 especially considering that the jury found no liability in the
13 first trial.

14 Given the fact that plaintiffs' counsel also tried this
15 case to a jury and then successfully appealed the denial of their
16 motion for new trial, the court also finds that plaintiffs'
17 counsel's 40% contingency fee is remarkably reasonable under the
18 circumstances. See, e.g., McCue v. S. Fork Union Sch. Dist., No.
19 1:10-cv-00233 LJO MJS, 2012 WL 2995666, at *6 (E.D. Cal. July 23,
20 2012) (while 25% is the "benchmark" for attorney's fees in
21 contingency cases on behalf of minors, that percentage may be
22 increased based on unusual complexity or unusual expenditure of
23 time) (citations omitted). Accordingly, the court will grant the
24 motion.¹

25 IT IS THEREFORE ORDERED that the motion for approval of
26

27 ¹ After deducting the 40% contingency fee and each
28 plaintiff's pro rata share of costs, J.J.L. and D.F.L. will each
receive a net settlement amount of \$157,685.66.

1 minors' compromise filed by plaintiffs J.J.L. and D.F.L., by and
2 through their guardian ad litem Jennifer Landeros (Docket No.
3 170) be, and the same hereby is, GRANTED. The court orders as
4 follows:

5 1. The settlement of minor plaintiff J.J.L.'s action
6 against the defendants in the amount of \$283,333.34 is hereby
7 approved.

8 2. The settlement of minor plaintiff D.F.L.'s action
9 against the defendants in the amount of \$283,333.34 is hereby
10 approved.

11 2. Within 30 days of the date of this Order, defendant
12 City of Elk Grove, through counsel, shall prepare and deliver the
13 drafts for the gross settlement proceeds in the amount of
14 \$1,700,000 payable as follows:

15 a. A draft for \$1,384,628.68 shall be made payable to
16 the "Law Offices of Dale K. Galipo, Client Trust Account," and
17 sent to the Law Offices of Dale K. Galipo. These funds shall be
18 used to satisfy (1) the attorneys' fees owed to the Law Offices
19 of Dale K. Galipo and the Law Office of Stewart Katz in the
20 amount of \$113,333.34 by plaintiff J.J.L.; (2) the pro rata costs
21 owed to plaintiff J.J.L.'s attorneys in the amount of \$12,314.34;
22 (3) the attorneys' fees owed to the Law Offices of Dale K. Galipo
23 and the Law Office of Stewart Katz in the amount of \$113,333.34
24 by plaintiff D.F.L.; (4) the pro rata costs owed to plaintiff
25 D.F.L.'s attorneys in the amount of \$12,314.34; (5) the total
26 gross settlement amount to plaintiff Tristan Landeros in the
27 amount of \$283,333.33; (6) the total gross settlement amount to
28 plaintiff Breanna Landeros in the amount of \$283,333.33; (7) the

1 total gross settlement amount to plaintiff Deja Landeros in the
2 amount of \$283,333.33; and (8) the total gross settlement amount
3 to plaintiff Jennifer Landeros in the amount of \$283,333.33.

4 b. Defendant City of Elk Grove will purchase a
5 structured annuity for the minor plaintiff J.J.L. in the amount
6 of \$157,685.66 from MetLife Assignment Company, Inc. (hereinafter
7 referred to as "Assignee 1"), which will provide periodic
8 payments to be made by Metropolitan Tower Life Insurance Company
9 (hereinafter referred to as "Annuity Carrier") rated A+ Superior
10 by A.M. Best Company as set forth in "Exhibit A" to the
11 Declaration of Hang D. Le and in the table below. The total
12 amount that J.J.L. will receive after the final payment is made
13 directly to him from the annuity is \$235,700.

14 c. Defendant City of Elk Grove will purchase a
15 structured annuity for the minor plaintiff D.F.L. in the amount
16 of \$157,685.66 from MetLife Assignment Company, Inc. (hereinafter
17 referred to as "Assignee 2"), which will provide periodic
18 payments to be made by Metropolitan Tower Life Insurance Company
19 (hereinafter referred to as "Annuity Carrier") rated A+ Superior
20 by A.M. Best Company as set forth in "Exhibit B" to the
21 Declaration of Hang D. Le and in the table below. The total
22 amount that D.F.L. will receive after the final payment is made
23 directly to him from the annuity is \$213,600.

24 d. Defendant City of Elk Grove will arrange to have
25 the annuity premium checks, made payable to MetLife Assignment
26 Company, Inc., delivered directly to the annuity broker, Baldwin
27 Settlements.

28 5. Annuity Carrier shall provide periodic payments in

1 accordance with "Exhibit A" and "Exhibit B" to the Declaration of
2 Hang D. Le and as set forth in the table below.

3 6. All sums and periodic payments set forth in the two
4 "Periodic Payments" tables below constitute damages on account of
5 personal physical injuries or physical illness, arising from an
6 occurrence, within the meaning of Section 104(a)(2) of the
7 Internal Revenue Code of 1986, as amended.

8 7. Disbursement drafts will be made payable and will begin
9 being issued directly to plaintiff J.J.L. upon reaching the age
10 of maturity according to the payment schedule below.

11
12 **Periodic Payments payable to J.J.L.**

13 \$30,000	Lump Sum Payment on 9/03/2028
14 \$40,000	Lump Sum Payment on 9/03/2031
15 \$50,000	Lump Sum Payment on 9/03/2034
16 \$115,700	Lump Sum Payment on 9/03/2037

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19 8. Disbursement drafts will be made payable and will begin
20 being issued directly to Plaintiff D.F.L. upon reaching the age
21 of maturity according to the payment schedule below.

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23 **Periodic Payments payable to D.F.L.**

24 \$30,000	Lump Sum Payment on 10/23/2026
25 \$40,000	Lump Sum Payment on 10/23/2029
26 \$50,000	Lump Sum Payment on 10/23/2032

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\$93,600	Lump Sum Payment on 10/23/2035
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9. Defendant City of Elk Grove will make a "qualified assignment" within the meaning of Section 130(c), of the Internal Revenue code of 1986, as amended, to Assignees 1 and 2, of the Defendant City of Elk Grove's liability to make the periodic payments as described in the above tables and in "Exhibit A" and "Exhibit B" to the Declaration of Hang D. Le filed concurrently herewith. Such assignment, if made, shall be accepted by the Plaintiffs without right of rejection and shall completely release and discharge City of Elk Grove from such obligations hereunder as are assigned to Assignee 1 and Assignee 2. This includes that City of Elk Grove shall execute a Qualified Assignment document.

10. Defendant City of Elk Grove and/or Assignees 1 and 2 shall have the right to fund its liability to make periodic payments by purchasing a "qualified funding asset," within the meaning of Section 130(d) of the Code, in the form of an annuity policy from the Annuity Carrier.

11. Assignees 1 and 2 shall be the owners of the annuity policy or policies and shall have all rights of ownership.

12. Assignees 1 and 2 will have the Annuity Carrier mail payments directly to the Plaintiffs J.J.L. and D.F.L., respectively, as set forth above. Jennifer Landeros (until Plaintiffs J.J.L. and D.F.L. reach the age of the majority) and then Plaintiffs J.J.L. and D.F.L. shall be responsible for maintaining the currency of the proper mailing address and

1 mortality information to each Assignee respectively.

2 IT IS SO ORDERED.

3 Dated: January 6, 2025



4 WILLIAM B. SHUBB
5 UNITED STATES DISTRICT JUDGE
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