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 8
 Attorneys for Plaintiffs
 9 Jessica Cruz Dominguez, As Guardian *Ad Litem* for
 Her Son, Santos Eddie C. Fitzgerald

10 UNITED STATES DISTRICT COURT
 11 FOR THE NORTHERN DISTRICT OF CALIFORNIA
 12 SAN FRANCISCO DIVISION
 13

14 ~~CHRISTINE GOODWIN~~, JESSICA CRUZ-
 15 DOMINGUEZ, Individually and as Guardian
 ad litem for SANTOS EDDIE C. FITZGERALD,
 16
 Plaintiffs,
 17
 v.
 18 CALIFORNIA DEPT. OF CORRECTIONS &
 19 REHABILITATION, et al.,
 20
 Defendants.

Case No. CV-07-CV-01924
**~~PROPOSED~~ ORDER GRANTING
 PETITION TO APPROVE
 COMPROMISE OF CLAIMS OF
 MINOR**

~~PROPOSED~~ ORDER GRANTING
 PETITION TO COMPROMISE CLAIMS

CASE NO. 07-CV-01924-JL

1 1. Petitioner Jessica Cruz-Dominguez, as guardian ad litem for her son, minor Santos
2 Eddie C. Fitzgerald (“Minor”), has petitioned for court approval of a proposed compromise of
3 this action involving the minor child of Scott Fitzgerald against State of California, acting by and
4 through the California Department of Corrections and Rehabilitation.

5 2. The Court finds that all notices required by law have been given.

6 3. The Court awards Brayton Purcell LLP (“Brayton”) no fees or costs from the
7 settlement obtained by Minor. The Court finds that Plaintiff Santos Eddie C. Fitzgerald was a
8 minor at the time Brayton allegedly entered into a contract for legal services in this case. The
9 Court finds that Brayton did not have an agreement for legal services with Minor. To the extent
10 Brayton claims it had such an agreement with Minor, the Court finds that agreement is void as it
11 was not approved by a court. In addition, the Court finds that Brayton is not entitled to collect
12 fees or costs from Minor because a conflict of interest existed while Brayton purported to
13 represent Minor and also represented his grandmother, Christine Goodwin.

14 4. The Court grants the petition to approve the compromise of the action and the
15 disposition of the proceedings.

16 5. The guardian ad litem is authorized to stipulate to dismissal of the case and to sign
17 a standard form release.

18 6. State of California, acting by and through California Department of Corrections
19 and Rehabilitation, shall pay the following amounts:

20 a. \$20,000.00 to Fenwick & West LLP within ninety days of this Order, to be
21 transferred immediately to Petitioner Jessica Cruz-Dominguez, and:

22 b. Future periodic payment in the following amounts on the following dates to
23 payee Santos Eddie C. Fitzgerald:

24 i. \$25,000.00 payable annually beginning June 20, 2021 continuing
25 for five (5) years, with the last payment on June 20, 2025.

26 7. It is understood that the State of California, acting by and through the California
27 Department of Corrections and Rehabilitation, may enter into a qualified assignment under
28 Section 130 of the Internal Revenue Code with PASSCORP (the “Assignee”) of these future

1 periodic payment obligations, for a consideration of \$88,481.00. If such an assignment is made,
2 the Assignee shall fund its obligation for such periodic payments by the purchase of an annuity
3 contract from Prudential Insurance Company of America, rated A+X by AM Best, and in
4 accordance with the terms of said assignment, the Assignee shall be substituted as obligor of such
5 payments for State of California, acting by and through California Department of Corrections and
6 Rehabilitation, who shall be released from any further obligation to make said future payments.

7 8. The beneficiary for the minor payee shall be his estate. Upon reaching the age of
8 majority, the payee may request a change in beneficiary in writing and delivered to Assignee. No
9 such designation, nor any subsequent request for change of beneficiary, shall be effective unless it
10 is in writing and delivered to Assignee.

11 9. The Court awards Brayton Purcell LLP no fees and costs in this matter.

12
13 **IT IS SO ORDERED.**

14
15 Date: January 24, 2012



16 Nathanael M. Cousins
17 United States Magistrate Judge