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16 Attorneys for Plaintiffs  
17 Estate of Jeremiah Chass, Mark Chass,  
18 Yvette Chass, and I.C., a minor, by and through  
19 his Guardian Ad Litem, Yvette Chass

20 UNITED STATES DISTRICT COURT  
21 NORTHERN DISTRICT OF CALIFORNIA

22 ESTATE OF JEREMIAH CHASS, MARK  
23 CHASS, YVETTE CHASS, and I.C., a  
24 minor, by and through his Guardian Ad  
25 Litem, YVETTE CHASS,

26 Plaintiffs,

27 v.

28 COUNTY OF SONOMA, BILL COGBILL,  
in his individual capacity and in his official  
capacity as Sheriff for the COUNTY OF  
SONOMA, SONOMA COUNTY DEPUTY  
SHERIFF JOHN MISITA, SONOMA  
COUNTY DEPUTY SHERIFF JIM RYAN,  
and DOES 1 through 50,

Defendants.

Case No. CV08-0111 MMC

~~AMENDED [PROPOSED]~~ ORDER  
APPROVING PETITION FOR  
MINOR'S COMPROMISE

Date: January 9, 2009  
Time: 9:00 a.m.  
Courtroom: 7

Honorable Maxine M. Chesney  
Trial Date: June 29, 2009

Plaintiff YVETTE CHASS's Petition for Minor's Compromise came before this court,  
the Honorable Maxine Chesney presiding on this date. Petitioner appeared through counsel Andrew  
Schwartz, Esq. and Patrick Emery, Esq. The Court, having read and considered the <sup>papers</sup> ~~pleadings~~ filed

1 in support of the Petition, including the declaration of Yvette Chass, and having considered the  
2 comments of counsel, now makes the following findings and orders:

3 1. Petitioner is the mother and regularly appointed Guardian ad Litem of Plaintiff I.C.,  
4 who is a minor in this action.

5 2. Plaintiff I.C. is an eight -year-old boy, born May 8, 2000.

6 3. This action arises out of the shooting death of decedent Jeremiah Chass, Plaintiff  
7 I.C.'s brother, on March 12, 2007 by members of the Sonoma County Sheriff Department.

8 4. I.C. did not suffer physical injuries as the result of this occurrence, and was not  
9 treated by medical doctors for physical injuries received during the course of this event. At the time  
10 the minor's brother was shot and killed, the minor was out of harms' way and did not personally  
11 witness the shooting. The minor's father, Mark Chass, was present at the scene of the shooting and  
12 witnessed his son being shot.

13 5. The law firm of Casper, Meadows, Schwartz & Cook and the law firm of Abbey,  
14 Weitzenberg, Warren & Emery, have represented Plaintiffs in this matter. Plaintiffs' attorneys were  
15 not recommended to Petitioner by Defendants, and ~~Petitioner~~ <sup>Petitioner</sup> has no business or other relationship  
16 with Defendants and will receive no compensation from the settlement of the minor's claim.  
17 Plaintiffs' attorneys will be paid pursuant to their contingent fee agreement by Mark and Yvette  
18 Chass., out of the settlement funds allocated to said plaintiffs and not out of funds allocated to the  
19 minor plainiff.

20 6. ~~Plaintiff~~ <sup>Petitioner</sup> has represented that defendants have offered to pay \$1,750,000.00 to all  
21 Plaintiffs in consideration of a dismissal with prejudice and a full release in this matter. ~~Plaintiff~~ <sup>Petitioner</sup> has  
22 further recommended that \$100,000 of the settlement funds be allocated to I.C.'s claim, as follows:

23 7. ~~It is ordered that~~ <sup>The entirety of</sup> the \$100,000 of the settlement funds allocated to the minor be used  
24 to purchase an annuity for said minor plaintiff, yielding the following benefits to that minor:

25 a. 4 Year College Fund. \$7,500 paid semi-annually (\$15,000 per year), guaranteed  
26 4 years, commencing on 07/15/2018 and ending 01/15/2022, guaranteed payout of \$60,000; and  
27 \$1,500 per month (\$18,000 per year), guaranteed 4 years, commencing on 08/15/2018 and ending  
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1 07/15/2022, guaranteed payout of \$72,000 (paid ages 18-21, not paid on birthday). Total combined  
2 annual payment is \$33,000 per year.

3 b. Guaranteed Lump Sum. At age 25, on 05/08/2025, payment of \$87,600.00.

4 8. The settlement on behalf of the minor plaintiff is in the best interests of the minor  
5 plaintiff.

6 IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

7 1. The settlement on behalf of I.C. is hereby approved.

8 2. The Defendants are hereby authorized and directed to pay through Ringler  
9 Associates the sum of \$100,000, for the purchase of an annuity for the benefit of I.C., said  
10 annuity to make payments to the minor as set forth in this Order.

11 DATED: January 12, 2009 \_\_\_\_\_

12   
13 Honorable Maxine M. Chesney  
14 UNITED STATES DISTRICT COURT JUDGE  
15 Northern District of California

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