

1 MICHAEL B. IJAMS (Bar No. 084150)
 2 MARIA C. JAIME (Bar No. 231502)
 3 **CURTIS LEGAL GROUP**
 4 A Professional Law Corporation
 5 1300 K Street, Second Floor (95354)
 6 P.O. Box 3030
 7 Modesto, CA 95353
 8 (209) 521-1800; (209) 572-3501 FAX
 9 mijams@curtislegalgroup.com
 10 mjaime@curtislegalgroup.com

11 Attorneys for Plaintiffs Elizabeth Tackaberry
 12 and J.E.L., a minor, by and through
 13 her Guardian ad Litem Jovita Muñoz Lopez

14 UNITED STATES DISTRICT COURT
 15 NORTHERN DISTRICT OF CALIFORNIA

16 ELIZABETH TACKABERRY and J.E.L., a
 17 minor, by and through her Guardian ad
 18 Litem, Jovita Muñoz Lopez,

19 Plaintiffs,

20 v.

21 THE COUNTY OF ALAMEDA; ALAMEDA
 22 COUNTY SHERIFF'S DEPARTMENT;
 23 SHERIFF GREGORY AHERN, individually
 24 and in his official capacity; SANTA RITA
 25 JAIL; CITY of LIVERMORE; LIVERMORE
 26 POLICE DEPARTMENT; STEVE
 27 SWEENEY, in his official capacity and
 28 individually; PUBLIC HEALTH SERVICES,
 INC; and DOES 1 to 100, inclusive,

Defendants.

No. 08-CV05762 WHA

~~PROPOSED~~ ORDER APPROVING
 MINOR'S COMPROMISE AND
 GRANTING MOTION FOR
 ADMINISTRATIVE RELIEF TO REVISE
 PRIOR ORDER.

29 The Court, having reviewed the settlement terms, the facts and circumstances
 30 surrounding the case, and the Plaintiff's PETITION FOR COURT APPROVAL OF
 31 MINOR'S COMPROMISE and MOTION FOR ADMINISTRATIVE RELIEF TO REVISE
 32 ORDER APPROVING MINOR'S COMPROMISE and supporting documents, and good
 33 cause appearing therefore,

~~PROPOSED~~ REVISED ORDER APPROVING MINOR'S COMPROMISE
 Case No. 08-CV05762 WHA

1 THE COURT Hereby approves the settlement conditions set fourth in Plaintiff's
2 PETITION FOR COURT APPROVAL OF MINOR'S COMPROMISE and supporting
3 documents and declarations, and hereby grants the MOTION FOR ADMINISTRATIVE
4 RELIEF TO REVISE ORDER APPROVING MINOR'S COMPROMISE and supporting
5 documents, and

6 IT IS ORDERED that the Order Approving Minor's Compromise dated August 2,
7 2010, is hereby vacated, and

8 IT IS FURTHER ORDERED that the gross amount of settlement in favor of
9 claimant is \$106,666.67. The proceeds of the settlement shall be disbursed in the
10 following manner:

11 Fees, costs, and expenses: Fees, costs, and expenses shall be paid by one or
12 more checks or drafts, drawn payable to the following persons/entities.

13 1) Reimbursement for advanced costs and expenses: \$9,789.30 shall be
14 payable to Curtis Legal Group.

15 2) Payment for attorney's fees: \$26,666.67 shall be payable to Curtis Legal
16 Group.

17 Total allowance for fees, costs, and expenses from the settlement: \$36,455.97.

18 Balance: The balance of the settlement available for claimant after payment for
19 all allowed fees, costs and expenses is: \$70,210.70. The balance shall be paid by one
20 or more checks or drafts drawn payable to the following persons/entities:

21 3) Blocked account: \$35,105.00 shall be payable to the petitioner as trustee for
22 the claimant. Each such check or draft must bear an endorsement on the face or
23 reverse that it is for deposit in an interest-bearing, federally insured account in the
24 name of petitioner as trustee for claimant, and no withdrawals may be made except as
25 provided by a further written order under this case name and number, signed by a
26 judicial officer, and bearing the seal of this court. When the minor attains the age of 18
27 years, the depository, without further order from this court, is authorized and directed to
28 pay by check or draft directly to the former minor, upon proper demand, all moneys

1 including interest deposited under this order. The money on deposit is not subject to
2 escheat.

3 4) Annuity: \$35,105.70 shall be payable to MetLife Tower Resources Group,
4 Inc., for purposes of funding an annuity through Metropolitan Life Insurance Company
5 (which holds an A+ "Superior" rating from A.M. Best), and further that the annuity will
6 result in payments directly to plaintiff, J.E.L., of: \$4,500.00 payable semi-annually,
7 guaranteed for 4 years, to begin August 26, 2023 with the last payment on February 26,
8 2027; \$12,500.00 guaranteed lump sum payable on August 26, 2030; and \$30,000.00
9 guaranteed lump sum payable on August 26, 2035; and,

10 IT IS FURTHER ORDERED, that within 30 days of receipt of a check or draft
11 described above under paragraph 3, the petitioner or petitioner's attorney must deposit
12 the check or draft in the petitioner's name as trustee for the claimant into one or more
13 blocked accounts as described above, and

14 IT IS FURTHER ORDERED that, upon receipt and deposit of the full amount of
15 the settlement sum referenced in Paragraph 3 above, and the funding of the annuity
16 referenced in Paragraph 4 above, petitioner is authorized and directed to properly
17 execute a dismissal of all parties with prejudice.

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DATED: September 10, 2010.

UNITED STATES DISTRICT COURT

