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Attorneys for KEBIN REYES, a minor, by and  
through his father and guardian, NOE REYES

**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

KEBIN REYES, a minor, by and through his  
father and guardian NOE REYES,

Plaintiff,

v.

NANCY ALCANTAR, San Francisco Field  
Office Director for Detention and Removal  
Services, Immigration Customs Enforcement, in  
her individual capacity; JOHN P. MARTINEZ,  
in his individual capacity; GREGORY J.  
WILLIAMS in his individual capacity;  
UNITED STATES OF AMERICA, and DOES  
3 through 50 inclusive,

Defendants.

Case No. C07-2271-SBA

**JOINT MOTION SEEKING APPROVAL  
OF SETTLEMENT, AND  
MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT THEREOF**

1 Plaintiff Kebin Reyes, a minor, by and through his father and guardian, Noe Reyes, and  
 2 Defendants United States of America, Nancy Alcantar, Gregory J. Williams, and John P.  
 3 Martinez, jointly move to have the Court approve their settlement and enter an order establishing a  
 4 blocked custodial account. This motion is based on this motion and memorandum of points and  
 5 authorities, the declaration of Katherine C. Zarate filed herewith and the pleadings and filings of  
 6 record in this case.

### 7 DISCUSSION

8 On March 7, 2008, the parties participated in a settlement conference in front of Magistrate  
 9 Judge Elizabeth Laporte. After several hours of negotiations, the parties agreed to a settlement,  
 10 which was placed on the record. The parties hereby seek approval of the attached Stipulation and  
 11 Agreement of Compromise and Settlement, which includes an order establishing a blocked  
 12 account and the conditions of withdrawal there from. The order establishing a blocked account for  
 13 the settlement proceeds is appropriate because plaintiff, Kebin Reyes, is a minor.

14 At the settlement conference, and since, the parties have negotiated at arm's-length. The  
 15 settlement was based on a discussion of the merits of plaintiff's claims, the likely defenses, the  
 16 probability of success, and a compromise that would compensate plaintiff for his alleged damages.

17 Counsel for plaintiff believes that this settlement is in the interests of plaintiff Kebin  
 18 Reyes, a minor, because, among other reasons:

19 1. His father, who has acted as guardian ad litem throughout the litigation,  
 20 participated at the settlement conference; agreed to the settlement terms on the record at the  
 21 settlement conference; and has since approved of and signed the written settlement agreement.

22 2. The settlement proceeds will benefit Kebin Reyes. Of the \$30,000 being paid to  
 23 settle the case, only \$1,400 will be paid to plaintiff's counsel, Coblenz, Patch, Duffy & Bass LLP  
 24 as partial reimbursement for costs incurred on plaintiff's behalf in this proceeding. The remainder  
 25 shall be deposited in an insured account in a financial institution consistent with the California  
 26 Probate Code, including Section 3611(b). Absent further court order, the only funds that may be  
 27 withdrawn from the blocked account before Kebin's eighteenth birthday are either (a) to pay

1 federal or state income taxes attributable to the settlement proceeds (*see* [Proposed] Order  
 2 Establishing Blocked Custodial Account and Conditions of Withdrawal Therefrom, attached as  
 3 Exh. B, hereto, ¶ 4 ), or (b) interest earned on the funds, which interest the custodian of the  
 4 account shall pay directly to Kebin Reyes or shall expend for Kebin's sole and exclusive benefit.  
 5 (*See* Exh. B at ¶ 5.) The custodian is Noe Reyes, Kebin's father, who has acted as his guardian ad  
 6 litem in this litigation.

7 3. The other principal consideration received by plaintiff under the settlement is that  
 8 plaintiff's father, Noe Reyes, shall receive a two-year period of deferred action status, subject to  
 9 biennial reviews for extension of such status, if a final order of removal is ultimately entered  
 10 against Noe Reyes. (*See* Stipulation and Agreement of Compromise and Settlement, attached as  
 11 Exhibit A, hereto, ¶ 4.) This will directly benefit Kebin Reyes because it means that Kebin can  
 12 continue to live in the United States and be educated here during the period of deferred action  
 13 status. Even if Kebin's father is ultimately required to leave the United States (and Kebin leaves  
 14 with him), having been educated for several more years in the United States will make it easier for  
 15 Kebin, a United States citizen, to adjust to life here, if he later chooses to return to the United  
 16 States.

17 4. The amount of costs requested for plaintiff's counsel, \$1,400, is reasonable and  
 18 appropriate. It is only a fraction of the out-of-pocket costs incurred by plaintiff's counsel. The fee  
 19 agreement between plaintiff and plaintiff's counsel provided for the recovery of costs. Also,  
 20 plaintiff's counsel did not receive any fees for the time expended on this litigation because it was a  
 21 *pro bono* engagement. (Declaration of Katherine Zarate, ¶¶ 3-6.)

22 In light of the foregoing, the settlement protects Kebin Reyes' interests. The parties jointly  
 23 request that the Court find that this settlement is a fair compromise of Kebin Rey's claims and  
 24 that it protects his interests as a minor, and that the Court approve the Settlement attached hereto  
 25 as Exhibit A and the [Proposed] Order Establishing Blocked Custodial Account attached hereto as  
 26 Exhibit B.

27 //

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3

Respectfully submitted,

4

Dated: June 20, 2008

COBLENTZ, PATCH, DUFFY & BASS, LLP

5

6

By: /S/  
HOWARD A. SLAVITT  
Attorneys for KEBIN REYES, a minor, by and  
through his father and guardian, NOE REYES

7

8

9

10

11 Dated: June 20, 2008

ASSISTANT UNITED STATES ATTORNEY

12

13

By: /S/  
EDWARD OLSEN  
Attorney for Defendants Nancy Alcantar,  
John P. Martinez, Gregory J. Williams, and the  
United States of America

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Exhibit A

COBLENTZ, PATCH, DUFFY & BASS LLP  
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Tel. 415-343-0770 / Fax 415-395-0950

15 Attorneys for KEBIN REYES, a minor, by and  
16 through his father and guardian, NOE REYES

17 UNITED STATES DISTRICT COURT

18 NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

19 KEBIN REYES, a minor, by and through his  
20 father and guardian NOE REYES,

21 Plaintiff,

22 v.

23 NANCY ALCANTAR, San Francisco Field  
Office Director for Detention and Removal  
24 Services, Immigration Customs Enforcement, in  
her individual capacity; JOHN P. MARTINEZ,  
in his individual capacity; GREGORY J.  
25 WILLIAMS in his individual capacity;  
UNITED STATES OF AMERICA, and DOES  
26 3 through 50 inclusive,

27 Defendants.  
28

Case No. C07-2271-SBA

**STIPULATION AND AGREEMENT OF  
COMPROMISE AND SETTLEMENT;  
AND [PROPOSED] ORDER**

COBLENTZ, PATCH, DUFFY & BASS LLP  
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1 IT IS HEREBY STIPULATED by and between Plaintiff Kebin Reyes, a minor, by and  
 2 through his father and guardian, Noe Reyes, and Defendants United States of America, Nancy  
 3 Alcantar, Gregory J. Williams, and John P. Martinez, by and through their respective attorneys as  
 4 follows:

5 1. The parties do hereby agree to settle and compromise the above-entitled action  
 6 under the terms and conditions set forth herein.

7 2. The plaintiff agrees to voluntarily dismiss his claims in the above-captioned action  
 8 against NANCY ALCANTAR, GREGORY J. WILLIAMS, and JOHN P. MARTINEZ with  
 9 prejudice pursuant to Federal Rule of Civil Procedure 41(a).

10 3. The United States of America agrees to pay to Plaintiff the sum of Thirty Thousand  
 11 Dollars and no cents (\$30,000.00) under the terms and conditions set forth herein.

12 4. The United States of America further agrees that, if a final order of removal is  
 13 ultimately entered against Noe Reyes, the United States Immigration and Customs Enforcement  
 14 will favorably grant him a request for a two-year period of deferred action status, subject to  
 15 biennial reviews for extension of such status. As an alien in deferred action status, Noe Reyes  
 16 may be granted employment authorization, upon application. While he has deferred action status,  
 17 the United States of America will not seek to remove or detain Noe Reyes for any immigration or  
 18 removal-related purposes, unless he engages in criminal activity that would subject him to another  
 19 ground of removability under the Immigration and Nationality Act. The deferred action status will  
 20 not accord any rights to permanent residence.

21 5. The plaintiff and his heirs, executors, administrators, assigns and attorneys hereby  
 22 agree to accept the sum of Thirty Thousand Dollars and no cents (\$30,000) as well as the  
 23 provision regarding deferred action specified in Paragraph Four, in full settlement and satisfaction  
 24 of the claims raised in this action against the United States under the terms and conditions set forth  
 25 herein.

26 6. It is also agreed, by and among the parties, that the settlement amount of Thirty  
 27 Thousand Dollars and no cents (\$30,000) represents the entire amount payable to plaintiff and his  
 28 heirs, executors, administrators, assigns and attorneys.



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1           7. It is also agreed, by and among the parties, that the settlement amount of Thirty  
 2 Thousand Dollars and no cents (\$30,000) shall be made payable to Coblentz, Patch, Duffy & Bass  
 3 LLP Client Trust Account. The check will be mailed to the plaintiff's attorney at the following  
 4 address: Howard Slavitt, Esq., Coblentz, Patch, Duffy & Bass, One Ferry Building, Suite 200,  
 5 San Francisco, California 94111. Of the \$30,000, One Thousand Four Hundred Dollars and no  
 6 cents (\$1,400) shall be paid to Coblentz, Patch, Duffy & Bass, LLP as partial reimbursement for  
 7 costs incurred on plaintiff's behalf in this proceeding. The remainder of \$28,600 shall be  
 8 deposited in an insured account in a financial institution as set forth in Exhibit A, hereto.

9           8. It is also agreed, by and among the parties, that the respective parties will each bear  
 10 their own costs, fees, and expenses, and that any attorney's fees owed by the plaintiff will be paid  
 11 out of the settlement amount and not in addition thereto.

12           9. It is also understood by and among the parties that, pursuant to Title 28, United  
 13 States Code, Section 2678, attorneys' fees for services rendered in connection with this action shall  
 14 not exceed 25 percent of the amount of the compromise settlement.

15           10. The persons signing this Settlement Agreement warrant and represent that they  
 16 possess full authority to bind the persons on whose behalf they are signing to the terms of the  
 17 settlement.

18           11. This stipulation for compromise settlement shall not constitute an admission of  
 19 liability or fault on the part of the United States, its agencies, agents, servants, or employees, and  
 20 is entered into by the parties for the purpose of compromising disputed claims and avoiding the  
 21 expenses and risks of litigation.

22           12. In consideration of the payment of Thirty Thousand Dollars and no cents (\$30,000)  
 23 as well as the provision regarding deferred action specified in Paragraph Four, the plaintiff  
 24 releases and forever discharges the defendants, and any and all of their past and present agencies,  
 25 officials, employees, agents, attorneys, successors, and assigns from any and all obligations,  
 26 damages, liabilities, causes of action, claims, and demands of any kind and nature whatsoever,  
 27 whether suspected or unsuspected, arising in law or equity, arising from or by reason of any and  
 28 all known, unknown, foreseen, or unforeseen injuries, and the consequences thereof, resulting



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1 from the facts, circumstances and subject matter that gave rise to this action, including all claims  
 2 under the Federal Tort Claims Act (FTCA), all constitutional or *Bivens* claims, any other claim  
 3 relating to the events on March 6, 2007, and all claims relating to the prosecution and defense of  
 4 this action.

5 13. In consideration of the dismissal with prejudice, the release in Paragraph Twelve,  
 6 and the other terms of this Settlement Agreement, each of the defendants releases and forever  
 7 discharges plaintiff, and any and all of his past and present employees, agents, parents, guardians  
 8 ad litem, attorneys, successors, and assigns from any and all obligations, damages, liabilities,  
 9 causes of action, claims, and demands of any kind and nature whatsoever, whether suspected or  
 10 unsuspected, arising in law or equity, arising from or by reason of any and all known, unknown,  
 11 foreseen, or unforeseen injuries, and the consequences thereof, resulting from the facts,  
 12 circumstances and subject matter that gave rise to this action, including all claims under the  
 13 Federal Tort Claims Act (FTCA), all constitutional or *Bivens* claims, any other claim relating to  
 14 the events on March 6, 2007, and all claims relating to the prosecution and defense of this action.

15 14. The provisions of California Civil Code Section 1542 are set forth below:

16 "A general release does not extend to claims which the creditor does  
 17 not know or suspect to exist in his favor at the time of executing the  
 18 release, which if known by him must have materially affected his  
 settlement with the debtor."

19 The plaintiff and each of defendants having been apprised of the statutory language of California  
 20 Civil Code Section 1542 by his, her or its attorneys, and fully understanding the same,  
 21 nevertheless elects to waive the benefits of any and all rights he, she or it may have pursuant to the  
 22 provision of that statute and any similar provision of federal law. Plaintiff and each of defendants  
 23 understands that, if the facts concerning plaintiff's injuries and the liability of the government or  
 24 any of defendants for damages pertaining thereto are found hereinafter to be other than or different  
 25 from the facts now believed by them to be true, the Agreement shall be and remain effective  
 26 notwithstanding such material difference.

27 15. This Agreement may be pled as a full and complete defense to any subsequent  
 28 action or other proceeding involving any person or party which arises out of the claims released

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1 and discharged by the Agreement.

2 16. In consideration of this Agreement and the payment of the foregoing amount  
 3 thereunder, Plaintiff agrees that his counsel will immediately upon execution of this agreement,  
 4 execute a Stipulation of Dismissal, which stipulation shall dismiss, with prejudice, all claims  
 5 asserted in this action or any claims that could have been asserted in this action, which is  
 6 captioned *Reyes v. Alcantar, et al.*, C-07-2271-SBA. This fully executed Stipulation of Dismissal  
 7 will be held by counsel for the defendants. It will not be filed with the Court until receipt by  
 8 plaintiff's counsel of the settlement amount.

9 17. Plaintiff has been informed that, although it is expected that payment will be made  
 10 within 120 days, it may take more than 120 days to process.

11 18. The parties agree that should any dispute arise with respect to the implementation  
 12 of the terms of this Agreement, Plaintiff shall not seek to rescind the Agreement and pursue his  
 13 original causes of action. Plaintiff's sole remedy in such a dispute is an action to enforce the  
 14 Agreement in district court. The parties agree that the District Court of the Northern District of  
 15 California will retain and shall have jurisdiction over this matter for the purposes of resolving any  
 16 dispute alleging a breach of this Agreement.

17 19. Each of the parties acknowledges that they have been represented by and have  
 18 relied upon independent counsel in negotiating, preparing and entering into this agreement and  
 19 they have had the contents of this agreement fully explained by counsel and that they are fully  
 20 aware of and understand all of the terms of the agreement and the legal consequences thereof. It is  
 21 further acknowledged that the parties have mutually participated in the drafting of this agreement  
 22 and it is agreed that no provision herein shall be construed against any party hereto by virtue of the  
 23 drafting of this agreement.

24 20. If any provision of this agreement shall be held invalid, illegal, or unenforceable,  
 25 the validity, legality, and enforceability of the remaining provisions shall not in any way be  
 26 affected or impaired thereby.

27 21. This agreement shall constitute the entire agreement between the parties, and it is  
 28 expressly understood that this agreement has been freely and voluntarily entered into by the parties

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1 hereto with the advice of counsel, who have explained the legal effect of this agreement. The  
 2 parties further acknowledge that no warranties or representations have been made on any subject  
 3 other than as set forth in this agreement.

4 22. The parties agree that this Stipulation and Agreement of Compromise and  
 5 Settlement may be made public in its entirety, and plaintiff expressly consents to such release and  
 6 disclosure pursuant to 5 U.S.C. § 522a(b).

7 23. This agreement may not be altered, modified or otherwise changed in any respect  
 8 except in writing, duly executed by all of the parties or their authorized representatives.

9 Dated: May 23, 2008

KEBIN REYES - N.A.R  
 KEBIN REYES

Plaintiff, a minor, by and through his father  
 and guardian ad litem, Noe Reyes

12 Dated: May 23, 2008

NOE - A. REYES  
 NOE REYES

Plaintiff's Father

15 Dated: May \_\_, 2008

NANCY ALCANTAR

17 Dated: May \_\_, 2008

JOHN P. MARTINEZ

19 Dated: May \_\_, 2008

GREGORY J. WILLIAMS

22 Dated: May \_\_, 2008

UNITED STATES OF AMERICA by and  
 through, JOSEPH P. RUSSONIELLO  
 United States Attorney, EDWARD A. OLSEN  
 Assistant United States Attorney

26 ///

27 ///

28 ///

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 2 parties further acknowledge that no warranties or representations have been made on any subject  
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4 22. The parties agree that this Stipulation and Agreement of Compromise and  
 5 Settlement may be made public in its entirety, and plaintiff expressly consents to such release and  
 6 disclosure pursuant to 5 U.S.C. § 522a(b).

7 23. This agreement may not be altered, modified or otherwise changed in any respect  
 8 except in writing, duly executed by all of the parties or their authorized representatives.

9 Dated: May \_\_, 2008

10 KEBIN REYES  
 11 Plaintiff, a minor, by and through his father  
 and guardian ad litem, Noe Reyes

12 Dated: May \_\_, 2008

13 NOE REYES  
 14 Plaintiff's Father

15 Dated: May <sup>27</sup> \_\_, 2008

16   
 17 NANCY ALCANTAR

18 Dated: May \_\_, 2008

19 JOHN P. MARTINEZ

20 Dated: May \_\_, 2008

21 GREGORY J. WILLIAMS

22 Dated: May \_\_, 2008

23 UNITED STATES OF AMERICA by and  
 24 through, JOSEPH P. RUSSONIello  
 25 United States Attorney, EDWARD A. OLSEN  
 Assistant United States Attorney

26 Approved as to form:

27 Dated: May \_\_, 2008

28

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6 disclosure pursuant to 5 U.S.C. § 522a(b).

7 23. This agreement may not be altered, modified or otherwise changed in any respect  
8 except in writing, duly executed by all of the parties or their authorized representatives.

9 Dated: May \_\_, 2008

10 KEBIN REYES  
11 Plaintiff, a minor, by and through his father  
and guardian ad litem, Noe Reyes


12 Dated: May \_\_, 2008

13 NOE REYES  
14 Plaintiff's Father

15 Dated: May \_\_, 2008

16 NANCY ALCANTAR

17 Dated: May 27, 2008

18   
19 JOHN P. MARTINEZ

20 Dated: May \_\_, 2008

21 GREGORY J. WILLIAMS

22 Dated: May \_\_, 2008

23 UNITED STATES OF AMERICA by and  
24 through, JOSEPH P. RUSSONIELLO  
United States Attorney, EDWARD A. OLSEN  
Assistant United States Attorney

25 Approved as to form:

26 Dated: May \_\_, 2008

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4 22. The parties agree that this Stipulation and Agreement of Compromise and  
 5 Settlement may be made public in its entirety, and plaintiff expressly consents to such release and  
 6 disclosure pursuant to 5 U.S.C. § 522a(b).

7 23. This agreement may not be altered, modified or otherwise changed in any respect  
 8 except in writing, duly executed by all of the parties or their authorized representatives.

9 Dated: May \_\_, 2008

10 \_\_\_\_\_  
 11 KEBIN REYES  
 Plaintiff, a minor, by and through his father  
 and guardian ad litem, Noe Reyes

12 Dated: May \_\_, 2008

13 \_\_\_\_\_  
 14 NOE REYES  
 Plaintiff's Father

15 Dated: May \_\_, 2008

16 \_\_\_\_\_  
 17 NANCY ALCANTAR

18 Dated: May \_\_, 2008

19 \_\_\_\_\_  
 20 JOHN P. MARTINEZ

21 Dated: May 20, 2008

22 \_\_\_\_\_  
 23 GREGORY J. WILLIAMS

24 Dated: May \_\_, 2008

25 \_\_\_\_\_  
 26 UNITED STATES OF AMERICA by and  
 27 through, JOSEPH P. RUSSONIELLO  
 28 United States Attorney, EDWARD A. OLSEN  
 Assistant United States Attorney

29 Approved as to form:

30 Dated: May \_\_, 2008

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6 disclosure pursuant to 5 U.S.C. § 522a(b).

7 23. This agreement may not be altered, modified or otherwise changed in any respect  
8 except in writing, duly executed by all of the parties or their authorized representatives.

9 Dated: May \_\_, 2008

10 KEBIN REYES  
11 Plaintiff, a minor, by and through his father  
and guardian ad litem, Noe Reyes

12 Dated: May \_\_, 2008

13 NOE REYES  
14 Plaintiff's Father

15 Dated: May \_\_, 2008

16 NANCY ALCANTAR

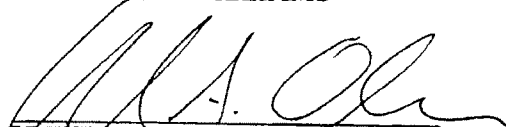
17 Dated: May \_\_, 2008

18 JOHN P. MARTINEZ

19 Dated: May \_\_, 2008

20 GREGORY J. WILLIAMS

21 Dated: May 28, 2008

22   
23 UNITED STATES OF AMERICA by and  
24 through, JOSEPH P. RUSSONIELLO  
25 United States Attorney, EDWARD A. OLSEN  
Assistant United States Attorney

26 Approved as to form:

27 Dated: May \_\_, 2008



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1  
2 Approved as to form:

3 Dated: May <sup>23</sup>, 2008

4   
5 HOWARD SLAVITT  
6 Attorneys for Plaintiff

7  
8 [PROPOSED] ORDER

9  
10 APPROVED AND SO ORDERED.

11 Dated:

12 \_\_\_\_\_  
13 ELIZABETH D. LAPORTE  
14 United States District Court Magistrate Judge

Exhibit B

COBLENTZ, PATCH, DUFFY & BASS LLP  
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 KATHERINE C. ZARATE (State Bar No. 214922) ef-kcz@cpdb.com  
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Attorneys for KEBIN REYES, a minor, by and  
 through his father and guardian, NOE REYES

# UNITED STATES DISTRICT COURT

## NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

KEBIN REYES, a minor, by and through his  
 father and guardian NOE REYES,

Plaintiff,

v.

NANCY ALCANTAR, San Francisco Field  
 Office Director for Detention and Removal  
 Services, Immigration Customs Enforcement, in  
 her individual capacity; JOHN P. MARTINEZ,  
 in his individual capacity; GREGORY J.  
 WILLIAMS in his individual capacity;  
 UNITED STATES OF AMERICA, and DOES  
 3 through 50 inclusive,

Defendant.

Case No. C07-2271-SBA

**[PROPOSED] ORDER ESTABLISHING  
 BLOCKED CUSTODIAL ACCOUNT AND  
 CONDITIONS OF WITHDRAWAL  
 THEREFROM**

Case No. C07-2271-SBA

**[PROPOSED] ORDER ESTABLISHING BLOCKED ACCOUNT AND CONDITIONS OF WITHDRAWAL  
 THEREFROM**

1 Good cause appearing to set up a blocked custodial account for Kebin Reyes, a minor, to  
 2 provide for certain amounts to be disbursed on a monthly basis to his father and guardian, Noe  
 3 Reyes, to expend for Kebin's benefit, and to permit Kebin Reyes to withdraw as much of the  
 4 remaining balance as he may elect at any time after the date of his eighteenth birthday, it is hereby  
 5 ORDERED that:

6 1. The law firm of Coblentz, Patch, Duffy & Bass LLP, as attorneys for Plaintiff  
 7 Kebin Reyes, is authorized and directed to distribute the settlement proceeds initially payable to  
 8 and deposited in its client trust account, on behalf of Plaintiff, in the amount of \$28,600 to  
 9 establish a blocked custodial account under California Probate Code Section 3611(b), for the sole  
 10 benefit of Kebin Reyes (the "Blocked Custodial Account"). The Blocked Custodial Account shall  
 11 be established in a reasonably expeditious manner after such funds are received by Coblentz,  
 12 Patch, Duffy & Bass LLP and shall be an insured account at a financial institution in this state.

13 2. Noe Reyes, the father and legal guardian of Kebin Reyes, shall be named as the  
 14 initial Custodian for the Blocked Custodial Account with the power to name his successor  
 15 Custodian to serve in the event he is no longer able to do so. The funds deposited into the Blocked  
 16 Custodial Account shall be subject to withdrawal only upon the conditions specified in this Order,  
 17 as set forth below, or by further order of a California state court; provided, however, that Noe  
 18 Reyes, as Custodian, shall have the authority to manage and invest the assets of such account,  
 19 either directly or indirectly, in accordance with the standards set forth in California Probate Code  
 20 Sections 2570 – 2574 and the prudent person standard for investment of custodial funds.

21 3. Pursuant to California Probate Code Section 3611(b), Noe Reyes, the father and  
 22 legal guardian of Kebin Reyes, is authorized and instructed to open an insured custodial account  
 23 for the benefit of Kebin Reyes (the "Non-Blocked Custodial Account") as soon as practical after  
 24 the Blocked Custodial Account is established. The Non-Blocked Custodial Account shall be an  
 25 insured account established and maintained at the same financial institution that maintains custody  
 26 of the Blocked Custodial Account. Noe Reyes shall be named as the initial Custodian for the  
 27 Non-Blocked Custodial Account with the power to name his successor Custodian to serve in the  
 28

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1 event he is no longer able to do so. The funds deposited into the Non-Blocked Custodial Account  
 2 shall be subject to withdrawal only upon the conditions specified in this Order, as set forth below,  
 3 or by further order of a state court.

4 4. Noe Reyes, as Custodian of the Blocked Custodial Account, may request the  
 5 following withdrawals: (i) a withdrawal from the Blocked Custodial Account, not to exceed the  
 6 aggregate sum of Six Thousand Dollars (\$6,000), for the sole and specific purpose of paying  
 7 federal and state income taxes on the taxable income attributable to the award of the  
 8 settlement proceeds to Plaintiff Kebin Reyes for the year in which the settlement proceeds are paid  
 9 by the United States of America, without further court order; and (ii) a withdrawal from the  
 10 Blocked Custodial Account, not to exceed the aggregate sum of One Thousand Dollars (\$1,000)  
 11 each year in which such withdrawal may be made as specified below, for the sole and specific  
 12 purpose of paying federal and state income taxes on the taxable income attributable to Blocked  
 13 Custodial Account for each tax year following the year in which the United States of America  
 14 pays the settlement proceeds, without further court order. All such funds shall be disbursed by the  
 15 financial institution having custody of such account in the form of cashier's or certified checks  
 16 issued by said institution and made payable directly to the taxing authorities, namely, the United  
 17 States Treasury and the appropriate state taxing authority. Such checks shall be issued in the  
 18 relative amounts requested by the Custodian, Noe Reyes.

19 5. Upon the establishment of the accounts described in this Order and continuing until  
 20 the earlier of the (i) disbursement of all funds deposited into the Blocked Custodial Account or (ii)  
 21 termination of the Blocked and Non-Blocked Custodial Accounts as set forth below, the financial  
 22 institution that maintains custody of such accounts shall initiate a transfer from the Blocked  
 23 Custodial Account to the Non-Blocked Custodial Account of the amount of interest earned on the  
 24 Blocked Custodial Account assets that are held in any Time Account, at such time that said  
 25 interest is earned. Noe Reyes, as Custodian for the Non-Blocked Custodial Account, may  
 26 withdraw the entire balance of the Non-Blocked Custodial Account at any time, without further  
 27 court order, provided that Noe Reyes deliver or pay said funds directly to Kebin Reyes, or expend  
 28

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1 said funds for Kebin Reyes' sole and exclusive benefit, consistent with California Probate Code  
 2 Section 3914.

3 6. Noe Reyes, as Custodian of the accounts described above, is hereby ordered and  
 4 directed to inform Kebin Reyes, no later than the date of Kebin Reyes' eighteenth (18th) birthday,  
 5 of the existence of the above accounts and of Kebin Reyes' right to withdraw the funds remaining  
 6 therein.

7 7. Upon the date of Kebin Reyes' eighteenth (18th) birthday, the financial institution  
 8 that maintains custody of the Blocked Custodial Account and the Non-Blocked Custodial Account  
 9 may distribute to Kebin Reyes the entire remaining balance of the Blocked Custodial Account and  
 10 the Non-Blocked Custodial Account, without further court order. The Blocked Custodial Account  
 11 and the Non-Blocked Custodial Account shall terminate after the remaining balances of both  
 12 accounts are distributed to Kebin Reyes following the date of his eighteenth (18th) birthday,  
 13 or sooner by further court order.

14 IT IS SO ORDERED.

15 Dated: \_\_\_\_\_

16 ELIZABETH D. LAPORTE

17 United States District Court Magistrate Judge

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