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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, Coblentz, 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

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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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1 //

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3

Respectfully submitted,

4

Dated: June 20, 2008

COBLENTZ, PATCH, DUFFY & BASS, LLP

5

6

By: /S/

7

HOWARD A. SLAVITT

8

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

9

10

11 Dated: June 20, 2008

ASSISTANT UNITED STATES ATTORNEY

12

13

By: /S/

14

EDWARD OLSEN

15

Attorney for Defendants Nancy Alcantar,
John P. Martinez, Gregory J. Williams, and the
United States of America

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Exhibit A

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14 Attorneys for KEBIN REYES, a minor, by and
 15 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
 Services, Immigration Customs Enforcement, in
 24 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.

Case No. C07-2271-SBA

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

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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

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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 ²⁷ __, 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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 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 __, 2008

16 NANCY ALCANTAR

17 Dated: May 27, 2008

18 JOHN P. MARTINEZ

19 Dated: May __, 2008

20 GREGORY J. WILLIAMS

21 Dated: May __, 2008

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

26 Approved as to form:

27 Dated: May __, 2008

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 3 other than as set forth in this agreement.

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 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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 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 __, 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

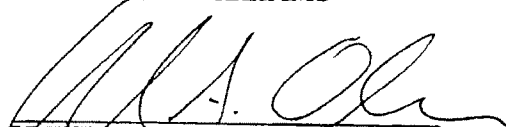
17 Dated: May __, 2008

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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Approved as to form:

Dated: May²³, 2008



HOWARD SLAVITT
Attorneys for Plaintiff

[PROPOSED] ORDER

APPROVED AND SO ORDERED.

Dated:

ELIZABETH D. LAPORTE
United States District Court Magistrate Judge

Exhibit B

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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
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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
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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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