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14

15 UNITED STATES DISTRICT COURT  
16 CENTRAL DISTRICT OF CALIFORNIA—EASTERN DIVISION  
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18 KEVON GORDON, RONALD JONES  
RAYMOND BARNES and QUINCY  
19 BROWN,

20 Plaintiffs,

21 v.

22 CITY OF MORENO VALLEY. et al,

23 Defendants.  
24

No. ED CV 09-00688 JZ (SSx)

**STIPULATION AND ~~PROPOSED~~  
ORDER RE SETTLEMENT  
BETWEEN PLAINTIFFS AND  
STATE DEFENDANTS**

Judge: Hon. Jack Zouhary  
Courtroom: 1

Complaint Filed: April 9, 2009

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**ORDER**

This Court hereby approves the above Stipulation and Release;

The Court finds that the payment of \$33,000 to Plaintiffs as stated in the Release is a good-faith settlement of the State Defendants' proportionate share of Plaintiffs' overall damages in this action. *See McDermott, Inc. v. AmClyde*, 511 U.S. 202, 204 (1994); *Franklin v. Kaypro Corp.*, 884 F.2d 1222, 1229-32 (9th Cir. 1989); *Restatement (Third) of Torts* §16 [Apportionment of Liability] (2000);

Any future assessment of damages owed to Plaintiffs in this action will be made as to the proportionate share(s) of the remaining, non-settling Defendants. Following any such award of damages to Plaintiffs in this action, no other Defendant in the action may seek contribution from any of the State Defendants, nor may any other Defendant seek to offset the final damages awarded to Plaintiffs by the amount paid pursuant to the attached Release.

The Court shall retain jurisdiction over this settlement for a period of one year for the purpose of enforcing the terms of the Release. *See Kokkonen v. Guardians Life Insurance Co. of America*, 511 U.S. 375 (1994).

**IT IS SO ORDERED.**

Dated: June 15, 2010

s/ Jack Zouhary  
Honorable Jack Zouhary  
United States District Judge