

2007 WL 3037714

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United States District Court,
N.D. California.

Derrick SATCHELL, et al., Plaintiffs,
v.
FEDEX EXPRESS, Defendant.

Nos. C 03-2659 SI, C 03-2878 SI. | Oct. 17, 2007.

Attorneys and Law Firms

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Opinion

ORDER DIRECTING DEFENDANT TO PAY LIEN

SUSAN ILLSTON, United States District Judge.

*1 By order filed August 14, 2007, the Court granted plaintiffs' motion for attorneys' fees and costs. The Court also ordered defendant to withhold \$71,008.47 from its payment to class counsel "in order to satisfy the lien filed by Angela Alioto & Alioto Professional Law Corporation against Waukeen W. McCoy and/or the Law Offices of Waukeen Q. McCoy."

In a letter dated October 3, 2007, defendant requests clarification from the Court regarding defendant's obligation with respect to the lien. Defendant reports, and the correspondence attached to defendant's letter reflects, that Mr. McCoy and the Alioto firm have taken different positions with regard to the disposition of the lien. According to e-mails attached to defendant's letter, Mr. McCoy asserts that defendant should not disburse any funds to the Alioto firm until he "works out the amount with Ms. Alioto," while the Alioto firm contends that defendant should immediately distribute the monies to the firm. The Alioto firm has also filed a letter dated October 5, 2007, reiterating its position.

Based on the record before the Court, the Court finds no reason why defendant should not immediately disburse the \$71,008.47 to the Alioto firm in satisfaction of the lien. If Mr. McCoy wished to contest the disbursement of the monies, he could have done so at any time since the Court's August 14, 2007 order; he has not. The Court further notes that Mr. McCoy did not file a response to the recent letters filed by defendant or the Alioto firm regarding the lien. Finally, there is no suggestion in the record that the September 11, 2006 money judgment, upon which the lien is based, is invalid or unenforceable.

Accordingly, the Court ORDERS defendant to immediately disburse the \$71,008.47 to the Alioto firm in satisfaction of the lien.

IT IS SO ORDERED.