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8 Attorneys for Defendants, CITY OF ONTARIO POLICE DEPARTMENT, LLOYD
9 SCHARF, TONY DEL RIO AND MICHAEL THOMPSON

10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 STEVEN TRUJILLO, JEFF QUON;) CASE NO:
13 CRAIG ANSMAN, WILL RIVERA,) EDCV0401015VAP(PJWx)
14 SCOTT ANDERSON, ROBERT)
15 BERNHARD and CRAIG PEFFERLE,)
16) ~~PROPOSED~~ ORDER RE:
17) Plaintiff,) SETTLEMENT CHECK
18)) DISTRIBUTION TO CLASS
19) v.) MEMBERS & ALLOCATION OF
20)) FUNDS SET ASIDE FOR
21)) ENHANCEMENT AWARDS NOT
22)) CITY OF ONTARIO POLICE) SOUGHT BY ORIGINAL
23)) DEPARTMENT A Department Thereof,) PLAINTIFFS
24)) LLOYD SCHARF, Individually and as)
25)) Chief of Ontario Police Department, TONY)
26)) DEL RIO, Individually and as a Captain for) (Filed Concurrently with Ex Parte
27)) the Ontario Police Department, BRAD) Application and Stipulation by the
28)) SCHNEIDER, Individually and as a) Parties Thereto)
29)) Sergeant for the Ontario Police Department,)
30)) JOE SIFUENTES, and DOES 1)
31)) THROUGH 20, Inclusive)
32))
33)) Defendants.)
34))

35 TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:

1 IT IS HEREBY ORDERED THAT:

2 (1) Counsel for defendants, CITY OF ONTARIO POLICE DEPARTMENT,
3 LLOYD SCHARF, TONY DEL RIO AND MICHAEL THOMPSON, shall issue one
4 check to Class Counsel in the amount of \$1.54 million for damages to the Plaintiff
5 Class (which will be separate from and in addition to any check issued to Class
6 Counsel for attorneys fees and costs);
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9 (2) Class Counsel shall issue checks to the individual class members from the
10 \$1.54 million for damages to the Plaintiff Class; and
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12 (3) The \$20,000 provided for in the \$1.54 million settlement fund for
13 Enhancement Awards, but not sought by Original Plaintiffs Salvador Garcia and Jim
14 Renstrom, shall be distributed *cy pres* to the United States Adaptive Recreation Center.
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16 This clarification of the settlement agreement does not affect the adequacy of the
17 notice provided to the class under FRCP 23(e), or the fairness of the settlement as a
18 whole, because the notice did not specify the exact amount to be received by class
19 members who filed claim forms and were not entitled to incentive awards. The notice
20 stated only that they would receive "approximately \$10,000." *See, e.g., Torrasi v.*
21 *Tucson Elec. Power Co.*, 8 F.3d 1370, 1374 (9th 1993) (notice to class sufficient if it
22 sets forth only the total settlement amount and a formula for computing recoveries); *In*
23 *re Cement and Concrete Antitrust Litigation*, 817 F.2d 1435, 1440 (9th Cir. 1987)
24 (Due process does not require that class notice "recite the language of every provision
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of a proposed settlement agreement. Notice is satisfactory if it generally describes the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard.”) (internal quotation omitted).

DATED: Aug 19, 2009

Virginia A. Phelan
JUDGE OF THE UNITED STATES
DISTRICT COURT, CENTRAL