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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

STAR & CRESCENT BOAT CO., d/b/a
FLAGSHIP CRUISES & EVENTS,

Plaintiff-in-Limitation,

v.

L.M., J.M., and J.M., minors by and
through their guardian ad litem, Elena
Martinez,

Minor Claimants.

Case No.: 3:21-cv-00482-WQH-BLM

**REPORT AND
RECOMMENDATION FOR ORDER
GRANTING MINORS' PETITION
FOR APPROVAL OF SETTLEMENT
AND COMPROMISE OF MINORS'
CLAIMS**

[ECF No. 29]

Before the Court is the *ex parte* petition of Elena Martinez, grandmother and court-appointed guardian *ad litem* of minor claimants L.M. (14-year-old), J.M.1 (11-year-old), and J.M.2 (7-year-old) ("Minor Claimants"), for approval of the compromise of Minor Claimants' disputed claims. ECF No. 29. This Report and Recommendation is submitted to United States District Judge William Q. Hayes pursuant to 28 U.S.C. § 636(b)(1) and Local Civil Rule 17.1 of the United States District Court for the Southern District of California. After reviewing the Petition and all supporting documents, and for the reasons discussed below, the Court **RECOMMENDS** that the District Court **GRANT** the Petition.

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1 **I. BACKGROUND**

2 Claimants L.M., J.M.1 and J.M.2 are minors appearing by and through their
3 grandmother and court appointed guardian *ad litem*, Elena Martinez. ECF No. 29. This
4 matter arises from an incident when Minor Claimants, along with their parents, sustained
5 injuries while passengers on a boat that was owned and operated by Plaintiff-in-Limitation,
6 Star & Crescent Boat Co., doing business as Flagship Cruises & Events (“Flagship”). ECF
7 No. 29 at 2. *See also* ECF No. 1 ¶¶ 6, 15.

8 **a. Initial Claim**

9 Claimants are a family of five: Elizabeth Muñoz (mother), Santiago Muñoz (father),
10 L.M. (14-year-old), J.M.1 (11-year-old), and J.M.2 (7-year-old). ECF No. 29 at 2. On
11 September 19, 2020, Claimants purchased tickets to take a tour of the San Diego Harbor
12 on one of Flagship’s boats. *Id.* Claimants were injured when the Flagship vessel struck a
13 large wake. *Id.* Claimant Elizabeth Muñoz sustained significant injuries, including multiple
14 fractures that required emergency spinal fusion surgery. *Id.* Claimant Santiago Muñoz also
15 sustained injuries to his neck and back. *Id.* Minor Claimants L.M., J.M.1, and J.M.2
16 sustained soft tissue injuries, which their medical providers confirmed have healed. *See*
17 ECF No. 29-2 at 2, Kindley Decl. ¶ 3; *see also* Kindley Decl. Ex. A. Each Minor Claimant
18 incurred less than \$1,000.00 in medical bills. *Id.*; Kindley Decl. ¶ 10.

19 On January 25, 2021, Claimant Elizabeth Muñoz filed a lawsuit against Flagship in
20 San Diego Superior Court. Claimants Santiago Muñoz, L.M., J.M.1, and J.M.2 were not
21 parties to that action. ECF No. 29 at 2.

22 On March 18, 2021, Flagship filed its Complaint for Limitation of Liability in this
23 Court pursuant to 46 U.S.C. §§ 30501, *et seq.* ECF No. 1. Flagship filed this action under
24 admiralty and maritime law within the meaning of Federal Rules of Civil Procedure 9(h),
25 38(e), and Supplemental Rule F of the Supplemental Rules for Admiralty or Maritime
26 Claims. The claim was within the admiralty and maritime jurisdiction of the Court pursuant
27 to 28 U.S.C. § 1333. On the same day, Flagship filed a Motion for Approval of Flagship’s
28 Ad Interim Stipulation of Value, seeking to limit its liability of all claims to the value of

1 the vessel involved (\$775,000.00). ECF No. 3. The Court granted that Motion on
2 April 5, 2021, requiring Plaintiff-in-Limitation to deposit \$775,000 (with an interest rate
3 of 6% per annum) with the Court for the benefit of potential claimants, setting a deadline
4 of 30 days for all claimants to appear and file their respective claims in this case and to
5 answer the Complaint, and permitting any claimants to contest the value of Plaintiff-in-
6 Limitation's interest in the vessel. ECF No. 7.

7 In response, Claimants Elizabeth Muñoz, Santiago Muñoz, L.M., J.M.1, and J.M.2
8 provided notice of their claims. On May 4, 2021, Claimants filed their Answer and
9 Affirmative Defenses to Flagship's Complaint for Limitation of Liability. ECF No. 9.
10 Simultaneously, Claimants also filed the petition of Elena Martinez to serve as guardian *ad*
11 *litem* for her minor grandchildren, which the Court granted. ECF Nos. 10 and 14.

12 **b. Terms of Settlement**

13 On August 9, 2021, the Court held an Early Neutral Evaluation Conference
14 ("ENE") with all claimants and their respective counsel before Magistrate Judge Barbara
15 L. Major. ECF No. 22. The ENE resulted in all nine of the claimants¹ reaching a global
16 settlement with Flagship for the global sum of \$2,000,000.00. ECF No. 29 at 3. Judge
17 Major and the parties to the settlement determined that it would be fair and appropriate for
18 the Muñoz family to accept the following amounts from the global settlement sum to
19 resolve their respective claims:

- 20 1. Elizabeth Muñoz (44 years old) - \$985,000.00;
- 21 2. Santiago Muñoz (44 years old) - \$115,000.00;
- 22 3. L.M. (14 years old) - \$25,000.00;
- 23 4. J.M.1 (11 years old) - \$25,000.00; and

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26 ¹ Although not pertinent to the instant petition, four other claimants appeared and filed
27 Answers in the case in addition to the Muñoz family. ECF Nos. 8, 11. All references to
28 "Claimants" in this Order refer solely to the Muñoz family, unless explicitly stated
otherwise.

1 5. J.M.2 (7 years old) - \$25,000.00.

2 ECF No. 29 at 3-4 (totaling \$1,175,000).

3 Additionally, Claimants agreed that all litigation costs incurred by the Muñoz family
4 would be paid exclusively out of Claimants Elizabeth Muñoz and Santiago Muñoz's
5 settlement shares, as would any right to reimbursement and/or lien for their children's
6 medical care. *Id.* at 4. Thus, the only proposed deduction from each Minor Claimant's gross
7 settlement recovery is the 25% contingency fee for Claimants' attorney fees. *Id.* Therefore,
8 each minor Claimant will receive net settlement proceeds of \$18,750.00, which they plan
9 to disburse as follows:

- 10 1. **L.M.** - The \$18,750.00 net settlement funds are to be placed in a blocked account
11 set up in his name at a state financial institution (Bank of America).
- 12 2. **J.M.1** - The \$18,750.00 net settlement funds are to be placed in a structured
13 settlement annuity through Sage Settlement Consulting. ECF No. 29-2 at 68.
- 14 3. **J.M.2** - The \$18,750.00 net settlement funds are to be placed in a structured
15 settlement annuity through Sage Settlement Consulting. ECF No. 29-2 at 70.

16 Minor Claimants' guardian *ad litem*, Elena Martinez, filed the instant petition for
17 approval of the Minors' compromise on August 30, 2021. ECF No. 29. Pursuant to the
18 applicable briefing schedule, Plaintiff-in-Limitation was required to file any opposition to
19 the petition by September 16, 2021. ECF No. 27 at 2. No opposition was filed. On
20 September 23, 2021, Claimants filed a Notice of Non-Opposition by Plaintiff-in-Limitation
21 to Claimants' Petition for Approval of Settlement and Compromise of Minors' Claims,
22 requesting the Court consider the matter fully briefed given the lack of opposition. ECF
23 No. 30. The undersigned did so, taking the matter under submission on September 27, 2021
24 without oral argument pursuant to Local Rule 7.1(d)(1). ECF No. 31.

25 **II. LEGAL STANDARD**

26 It is well-settled that courts have a special duty to safeguard the interests of litigants
27 who are minors in the context of settlements proposed in civil suits. *Robidoux v. Rosengren*,
28 638 F.3d 1177, 1181 (9th Cir. 2011); *see also* FED. R. CIV. P. 17(c) (district courts "must

1 appoint a guardian *ad litem*—or issue another appropriate order—to protect a minor or
2 incompetent person who is unrepresented in an action.”). “In the context of proposed
3 settlements in suits involving minor plaintiffs, this special duty requires a district court to
4 ‘conduct its own inquiry to determine whether the settlement serves the best interests of
5 the minor.’” *Robidoux*, 638 F.3d at 1181 (quoting *Dacanay v. Mendoza*, 573 F.2d 1075,
6 1080 (9th Cir. 1978)); *see also Salmeron v. United States*, 724 F.2d 1357, 1363 (9th Cir.
7 1983) (holding that “a court must independently investigate and evaluate any compromise
8 or settlement of a minor’s claims to assure itself that the minor’s interests are protected,
9 even if the settlement has been recommended or negotiated by the minor’s parent or
10 guardian *ad litem*.”). To facilitate courts within this district fulfilling the duty to safeguard,
11 Local Rule 17.1(a) provides that “[n]o action by or on behalf of a minor or incompetent
12 will be settled, compromised, voluntarily discontinued, dismissed or terminated without
13 court order or judgment.” CivLR. 17.1(a).²

14 The Ninth Circuit has established that courts reviewing the settlement of a minor’s
15 federal claim should “limit the scope of their review to the question whether the net amount
16 distributed to each minor in the settlement is fair and reasonable, in light of the facts of the
17 case, the minor’s specific claim, and recovery in similar cases.” *Robidoux*, 638 F.3d at
18 1181–82. They should also “evaluate the fairness of each minor plaintiff’s net recovery
19 without regard to the proportion of the total settlement value designated for adult co-
20 plaintiffs or plaintiffs’ counsel—whose interests the district court has no special duty to
21 safeguard.” *Id.* at 1182 (citing *Dacanay*, 573 F.2d at 1078). “So long as the net recovery to
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24 ² This evaluation requires the Court to determine if the settlement is in the best interests of
25 the minor, by considering not only the fairness of the settlement, but the structure and
26 manner of the plan for the payment and distribution of the assets for the benefit of the
27 minor. Under the Local Rules, parties must submit the settlement to a magistrate judge for
28 preliminary review of the structural components. *See* CivLR 17(a) (“All settlements and
compromises must be reviewed by a magistrate judge before any order of approval shall
issue.”).

1 each minor plaintiff is fair and reasonable in light of their claims and average recovery in
2 similar cases, the district court should approve the settlement as proposed by the parties.”
3 *Robidoux*, 638 F.3d at 1182.

4 Significantly, the Ninth Circuit limited its decision in *Robidoux* to “cases involving
5 the settlement of a minor’s **federal** claims.” *Id.* at 1181–82 (emphasis added). Where a
6 settlement involves state law claims, federal courts are generally guided by state law rather
7 than the *Robidoux* framework. *J.T. by & Through Wolfe v. Tehachapi Unified Sch. Dist.*,
8 No. 116-CV-01492-DAD-JLT, 2019 WL 954783, at *2 (E.D. Cal. Feb. 27, 2019). *See also*
9 *A.M.L. v. Cernaianu*, No. LA CV12-06082 JAK (RZx), 2014 WL 12588992, at *3 (C.D.
10 Cal. Apr. 1, 2014) (collecting cases). The *A.M.L.* court noted that, although federal courts
11 generally require claims by minors to “be settled in accordance with applicable state law,”
12 the Ninth Circuit in *Robidoux* held such an approach “places undue emphasis on the
13 amount of attorney’s fees provided for in a settlement, instead of focusing on the net
14 recovery of the minor plaintiffs.” *Id.* at *2 (quoting *Robidoux*, 638 F.3d at 1181) (other
15 citation omitted). *But see Mitchell v. Riverstone Residential Grp.*, No. CIV. S-11-2202
16 LKK, 2013 WL 1680641, at *1 (E.D. Cal. Apr. 17, 2013) (“[A] number of district courts
17 have applied the rule provided in *Robidoux* to evaluate the propriety of a settlement of a
18 minor’s state law claims as well”) (collecting cases).

19 Just like federal claims, a minor’s settlement of state law claims must also be
20 approved by the Court. The California Probate Code provides the applicable statutory
21 scheme for approval of a minor’s compromise under state law. *See* Cal. Prob. Code
22 §§ 3601 *et seq.* Under California law, the Court is tasked with evaluating the
23 reasonableness of the settlement and determining whether the compromise is in the best
24 interest of the minor. *A.M.L.*, 2014 WL 12588992, at *3 (citations omitted). In carrying out
25 that task, the Court is afforded “broad power . . . to authorize payment from the
26 settlement—to say who and what will be paid from the minor’s money—as well as direct
27 certain individuals to pay it.” *Goldberg v. Superior Court*, 23 Cal. App. 4th 1378, 1382
28 (Cal. Ct. App. 1994). *See also Pearson v. Superior Court*, 136 Cal. Rptr. 3d 455, 459 (Cal.

1 Ct. App. 2012) (explaining that the purpose of requiring court approval of a minor’s
2 settlement is to “allow[] the guardians of a minor to effectively negotiate a settlement while
3 at the same time protect[ing] the minor’s interest by requiring court approval before the
4 settlement can have a binding effect on the minor”).

5 Because the Minor Claimants never brought suit against Plaintiff-in-Limitation
6 under state law, instead asserting their claims for the first time in this federal maritime
7 action, the Court will review the settlement under the *Robidoux* standard of determining
8 whether the net amount distributed to the minor plaintiffs is “fair and reasonable,” without
9 regard to the proportion of the settlement allocated to adult co-claimants or attorney fees.
10 However, the Court notes that under either the state law standard (focusing on the best
11 interests of the minor) or the federal standard, the outcome would be the same. *See A.M.L.*,
12 2014 WL 12588992, at *3 (finding it unnecessary for the court to resolve whether *Robidoux*
13 or state rules applied to approval of minor’s compromise in case involving state tort law
14 claims, because the proposed settlement would satisfy both standards).

15 III. DISCUSSION

16 During the ENE, with the assistance of Judge Major, Claimants decided to settle the
17 case with the understanding that if the settlement is approved by the Court, Claimants will
18 be forever barred from seeking any further recovery or compensation from Flagship. ECF
19 No. 29 at 4-5. The undersigned has been assigned to this matter (ECF No. 23) to fulfill the
20 special duty of the Court to safeguard the interests of the minors in such a situation. To do
21 so, the Court will analyze the proposed settlement, the method of disbursing Minor
22 Claimants’ net recovery, and the proposed attorney fees and costs.

23 a. Proposed Net Settlement Amounts for the Minor Claimants

24 In reviewing a petition to approve a minor’s compromise, “courts typically consider
25 such information as the relative worth of the settlement amount, the circumstances of the
26 settlement, counsel’s explanation of their views and experiences in litigating these types of
27 actions, and other, similar compromises that have been approved by courts.” *J.T.*, 2019 WL
28 954783, at *2. Taking all relevant considerations into account, the Court finds that the

1 proposed net recovery of \$18,750 for each Minor Claimant is fair, reasonable, and in Minor
2 Claimants' best interests, considering the facts and circumstances of this action. The
3 proposed settlement allows for certainty of recovery for Minor Claimants, as opposed to
4 the uncertainty associated with a jury verdict. Although Minor Claimants suffered soft
5 tissue injuries, they did not sustain any permanent physical injuries. Furthermore, the
6 record does not indicate that Minor Claimants have sought treatment for any other physical
7 or emotional injuries related to the incident.

8 Additionally, counsel for the Claimants notes in his declaration that he and his clients
9 "believe [] the \$25,000.00 settlement for the minors to be a great result since their [special
10 damages] were so low, their treatment long since completed, and their physical injuries
11 resolved." Kindley Decl. ¶ 6. The Court has performed its own review of cases involving
12 facts similar to those at issue here, and finds the case law bears out counsel's assertion. The
13 Minor Claimants' net recovery of \$18,750 each does notably exceed the typical recoveries
14 garnered by settling minors who, like the Minor Claimants in this action, suffered only
15 slight injuries without long-term or permanent effects. *See, e.g., Motlagh v. Macy's Corp.*
16 *Servs., Inc.*, No. 19-CV-00042-JLB, 2020 WL 7385836, at *5 (S.D. Cal. Dec. 16, 2020)
17 (finding fair and reasonable a net settlement amount of \$6,952.19 for personal injury claims
18 of a minor who suffered pain and sustained minor physical injuries, including lacerations,
19 abrasions, and contusions); *Leon v. United States*, No. 1:09-cv-00439 JLT, 2011 WL
20 13239534 (E.D. Cal. Mar. 29, 2011) (finding fair and reasonable an \$8,500 net settlement
21 for the personal injury claims of a minor plaintiff involved in a car accident, where the
22 minor's injuries included a bruised forehead and temporary post-traumatic stress disorder);
23 *S.C. v. Alaska Airlines, Inc.*, 2021 WL 3080631 (C.D. Cal. July 20, 2021) (finding fair and
24 reasonable a net settlement of \$9,888.84 for personal injury claims of a minor who suffered
25 an anaphylactic reaction but did not sustain any permanent physical injuries); *K.B. v. City*
26 *of Visalia*, No. 115-CV-01907-AWI-EPG, 2016 WL 5415668, at *1, *4 (E.D. Cal. Sept.
27 27, 2016) (approving a net recovery of \$11,685.15 to a minor who suffered bruises and
28 marks on his wrists and back after being handcuffed and roughly handled by a police

1 officer, but who did not require medical attention for his physical injuries); *De La Cruz v.*
2 *U.S. Postal Serv.*, No. 108CV0018OWWDLB, 2010 WL 319670, at *1-*2 (E.D. Cal. Jan.
3 20, 2010), *report and recommendation adopted*, No. 1:08CV0018 OWW DLB, 2010 WL
4 624432 (E.D. Cal. Feb. 17, 2010) (approving a net recovery of \$3,750.00 to a minor
5 plaintiff who suffered loss of consciousness, laceration to the mouth, contusions, and
6 stitches to the interior of his mouth as a result of a motor vehicle collision with a mail
7 carrier truck, but who had “made a full and complete recovery”).

8 Based upon these recoveries in similar actions, consideration of the facts, the non-
9 severe nature of Minor Claimants’ injuries (particularly in comparison to their mother’s
10 very severe injuries—a relevant factor under state law), the relatively low medical bills
11 incurred by the Minor Claimants, and the risks associated with trial, the Court concludes
12 the proposed net settlement amount of \$18,750 for each Minor Claimant is fair and
13 reasonable under both California and federal law standards.

14 **b. Method of Disbursement**

15 Under the California Probate Code, various alternative methods are available for
16 disbursement of the funds of a settlement of a minor. *See* CAL. PROB. CODE §§ 3600 *et.*
17 *seq.* Here, guardian *ad litem* Ms. Martinez requests that L.M.’s net settlements be deposited
18 in an insured account, subject to withdrawal only upon authorization of the Court (i.e., a
19 “blocked account”). ECF No. 29 at 4. Specifically, Ms. Martinez proposes that the balance
20 of L.M.’s settlement profits will be placed in a blocked account set up in L.M.’s name at
21 the Bank of America branch located at 15742 Whittier Blvd., Whittier, CA 90603, with
22 disbursements to be made when L.M. turns eighteen years of age. ECF No. 29 at 4. *See*
23 *also* Kindley Decl. ¶ 7. This procedure for disposition of the funds—placing them in a
24 financial institution subject to withdrawal only by Court order—is consistent with Section
25 3611(b) of the California Probate Code, which authorizes the court, if it is in the best
26 interests of the minor, to order the settlement funds to be deposited “in an insured account
27 in a financial institution in this state . . . subject to withdrawal only upon the authorization
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1 of the court[.]” CAL. PROB. CODE § 3611(b).³ Thus, the terms of the proposed blocked
2 account adequately protect L.M.’s interests by providing that no withdrawal of L.M.’s net
3 settlement proceeds may be made from the account absent a court order until L.M. reaches
4 the age of majority. *See* Kindley Decl. ¶¶ 7-8.

5 Additionally, Ms. Martinez requests that J.M.1 and J.M.2’s net settlement funds be
6 placed in separate structured settlement annuities through Sage Settlement Consulting,
7 which would use rates from United of Omaha Life Insurance Company. Kindley Decl. ¶ 7;
8 ECF No. 29-2 at 68, 70. The Court has considered the structured annuity quotes provided
9 by Sage Settlement Consulting and the methods of disbursement chosen by Minor
10 Claimants’ guardian *ad litem*. ECF No. 29-2 at 68, 70. Like the blocked account for L.M.’s
11 proceeds, this proposed method of disbursement finds a parallel in California probate law
12 under CAL. PROB. CODE § 3602(b). Pursuant to this method of disbursement, the balance
13 of J.M.1 and J.M.2’s settlement profits (\$18,750 each) will be placed in separate accounts,
14 with disbursements to be made when J.M.1 and J.M.2 turn eighteen years of age. *Id.* Upon
15 their eighteenth birthdays, J.M.1 will receive a guaranteed lump sum payment of
16 \$19,780.99, and J.M.2 will receive a guaranteed lump sum payment of \$22,630.43. *Id.* The
17 Court finds the terms of these annuities adequately protect J.M.1 and J.M.2’s interests by
18 providing that all the net settlement proceeds be released only to them, and only after they
19 have reached the age of majority.

20 The Court finds that the guardian *ad litem*’s proposed methods of disbursement of
21 each Minor Claimant’s net settlement proceeds are fair, reasonable, and within the bounds
22 of applicable law. Accordingly, the undersigned will recommend that the Court approve
23 the proposed distribution of each minor’s net settlement proceeds set forth in the petition.

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26 ³ Although the Minor Claimants in this case were not involved in the underlying state court
27 action and thus do not have state law claims, California probate law governing minors’
28 settlements generally provides a useful framework to the Court in gauging the propriety of
the proposed method of disbursement of the minors’ settlement funds.

1 **c. Attorney Fees and Costs**

2 Attorney fees and costs are typically controlled by statute, local rule, or local custom.
3 Fees in minors’ cases have historically been limited to 25% of the gross recovery. *See, e.g.,*
4 *DeRuyver v. Omni La Costa Resort & Spa, LLC*, No. 3:17-CV-0516-H-AGS, 2020 WL
5 563551, at *2 (S.D. Cal. Feb. 4, 2020); *Mitchell v. Riverstone Residential Grp.*, No. 2:11-
6 cv-02202-LKK-CKD, 2013 WL 1680641, at *2 (E.D. Cal. Apr. 17, 2013); *McCue v. South*
7 *Fork Union Sch. Dist.*, NO. 1:10-cv-00233-LJO-MJS, 2012 WL 2995666, at *2 (E.D. Cal.
8 Jul. 23, 2012); *Welch v. Cty. of Sacramento*, No. 2:07-cv-00794-GEB-EFB, 2008 WL
9 3285412, at *1 (E.D. Cal. Aug. 5, 2008); *Red v. Merced Cty.*, No. 1:06-cv-01003-GSA,
10 2008 WL 1849796, at *2 (E.D. Cal. Apr. 23, 2008). In California, courts are required to
11 approve the attorney fees to be paid for representation of a minor. *See* CAL. PROB. CODE §
12 2601; Cal. Rule of Ct. 7.955.⁴ In instances where a contingency fee has been proposed,
13 “most courts require a showing of good cause to award more than 25% of any recovery”
14 whereas a greater reward is “rare and justified only when counsel proves that he or she
15 provided extraordinary services.” *Schwall v. Meadow Wood Apts.*, No. CIV. S-07-0014
16 LKK, 2008 WL 552432, at *1-*2 (E.D. Cal. Feb. 27, 2008) (internal quotation marks
17 omitted).

18 The attorney for the Minor Claimants seeks \$6,250.00 in attorney fees from each
19 minor claimant, a sum that represents an agreed-upon 25% of each of their gross settlement
20 proceeds and a total of \$18,750.00. ECF No. 29 at 4.

21 The Court finds Claimants’ request for attorney fees to be permitted under the usual
22 historical limits. *See* 28 U.S.C. § 2678; *Napier v. San Diego*, No. 15-cv-581-CAB-KSC,
23 2017 WL 5759803, at *9 (S.D. Cal. No. 20, 2017). Given the duration of this case, the
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26 ⁴ Similarly, San Diego Superior Court Civil Rule 2.4.6.2 states that, regarding a minor’s
27 compromise, “the court will determine the amount of costs, expenses, and attorney’s fees
28 to be allowed from the proceeds of the settlement. Absent extraordinary circumstances,
attorney’s fees will not exceed 25% of the gross proceeds of the settlement.”

1 amount of work performed by Claimants' counsel, and the fee request's adherence to the
2 historically applied limit in cases involving minors, the Court finds that the requested
3 amount of attorney fees is reasonable and does not suggest that the settlement is unfair.

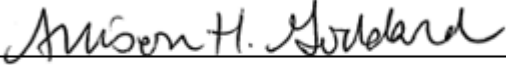
4 **IV. CONCLUSION**

5 For the reasons discussed above, **IT IS HEREBY RECOMMENDED** that the
6 District Court issue an Order: (1) adopting this Report and Recommendation; and (2)
7 **GRANTING** the Petition for Approval of Settlement and Compromise of Minors' Claims,
8 filed by the Minor Claimants' guardian *ad litem* Elena Martinez (ECF No. 29).

9 **IT IS ORDERED** that, pursuant to 28 U.S.C. § 636(b)(1)(C), any party to this action
10 may file written objections with the Court and serve a copy on all parties no later than
11 **November 1, 2021**. The document should be captioned "Objections to Report and
12 Recommendation." If objections are filed, any reply is due by **November 8, 2021**.

13 Although the federal statutory scheme provides for a 14-day objections period to a
14 Magistrate Judge's Report and Recommendation, the undersigned notes that the Petition
15 in this case is apparently unopposed. *See* ECF No. 30. Therefore, **if all parties wish to**
16 **waive the objections period, they should file a joint stipulation to that effect**
17 **immediately**, to allow the Court to adopt this Report and Recommendation without further
18 delay. However, there shall be no adverse consequences to any party who files objections
19 or otherwise chooses not to waive the objections period.

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21 Dated: October 18, 2021

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23 _____
24 Honorable Allison H. Goddard
25 United States Magistrate Judge
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