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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

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GUILLERMO BONILLA-CHIRINOS
and SANDRA HERNANDEZ,
individually and as guardians
ad litem of J.B., a minor,

 Plaintiffs,

 v.

CITY OF WEST SACRAMENTO and
police officers KENNETH
FELLOWS, MICHELLE TATE,
ANTHONY HERRERA, THOMAS
MAGGIANO, JENNIFER GRILLAT,
ERIC ANGLE, MATTHEW LUIZ, and
DAVID STALLIONS, in their
individual and official
capacities,

 Defendants.

No. 2:15-cv-2564 WBS EFB

ORDER RE: MINOR'S COMPROMISE

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Plaintiffs Guillermo Bonilla-Chirinos and Sandra
Hernandez, individually and on behalf of their son J.B., brought
this action against defendants the City of West Sacramento ("the
City") and several West Sacramento police officers alleging,

1 among other things, that defendants used excessive force in
2 arresting them and violated their Fourteenth Amendment right to
3 familial association. After the court granted summary judgment
4 in whole or in part as to several claims and defendants (Docket
5 No. 40) and the Ninth Circuit found that qualified immunity
6 applied to plaintiffs' Fourteenth Amendment familial association
7 claims (Docket No. 90), the only claims remaining are plaintiffs'
8 excessive force claims against Kenneth Fellows, Michelle Tate,
9 and Anthony Herrera. J.B.'s sole remaining claim is that
10 defendant Herrera used excessive force against him by pointing a
11 shotgun in his direction during his parents' arrest at their
12 residence.

13 After the case was remanded by the Ninth Circuit, the
14 parties settled the case and plaintiffs now seek approval of the
15 settlement for J.B., a minor. (Docket No. 101.) The court held
16 a hearing on plaintiff's Motion to Approve Minor's Compromise on
17 January 13, 2020.

18 Under the Eastern District of California's Local Rules,
19 the court must approve the settlement of the claims of a minor.
20 E.D. Cal. L.R. 202(b). The party moving for approval of the
21 settlement must provide the court "information as may be required
22 to enable the [c]ourt to determine the fairness of the settlement
23 or compromise[.]" Id. at L.R. 202(b)(2); see also Robidoux v.
24 Rosengren, 638 F.3d 1177, 1179 (9th Cir. 2011) (stating that
25 district courts have a duty "to safeguard the interests of minor
26 plaintiffs" that requires them to "determine whether the net
27 amount distributed to each minor plaintiff in the proposed
28 settlement is fair and reasonable[.]").

1 In Robidoux, the Ninth Circuit specifically instructed
2 district courts to "limit the scope of their review to the
3 question whether the net amount distributed to each minor
4 plaintiff in the settlement is fair and reasonable, in light of
5 the facts of the case, the minor's specific claim, and recovery
6 in similar cases." 638 F.3d at 1181-82.

7 Under the proposed settlement, plaintiff Sandra
8 Hernandez will receive \$9,800 and plaintiffs Guillermo Bonilla-
9 Chirinos and J.B. will receive no compensation. (Mot. 2 (Docket
10 No. 101).)¹ While the court has some concern about a settlement
11 which provides no compensation to minor J.B., the court
12 recognizes plaintiffs' representations that (1) there were no
13 claims by J.B. that he suffered any physical injuries or physical
14 abuse at the hands of defendants; (2) J.B.'s excessive force
15 claim was unlikely to succeed with a jury and was weaker than his
16 claim for deprivation of familial association, which was
17 dismissed by the Ninth Circuit; (3) J.B. has difficulty
18 remembering and articulating how the incident emotionally
19 impacted him, which would make it difficult to prove damages to a
20 jury;² (4) the time and expenses involved in trying the claim
21 greatly outweigh the nominal damages he might receive from a
22 jury; (5) the jury would likely reject J.B.'s claim, leading to
23 taxation of statutory costs against him; and (6) his mother's
24 claim for emotional and physical damages was the strongest of the

25 ¹ Plaintiffs do not state what portion of this settlement
26 amount, if any, will be deducted for attorney's fees.


27 ² Indeed, at the hearing on the motion, J.B.'s mother
28 stated that while he has some memory of the events at issue in
the complaint, he did not remember a gun being pointed at him.

1 remaining claims in this case. (Mot. 3-5.) The court further
2 recognizes that defendants have vigorously defended this case,
3 including successfully obtaining a reversal of this court's
4 denial of qualified immunity as to plaintiff's deprivation of
5 familial association claim, and defendants continue to deny any
6 liability.

7 The court, having considered all of the papers on file
8 as well as the parties' representations at the hearing on this
9 motion, finds that the settlement is fair and reasonable and in
10 the best interests of minor J.B., given all of the circumstances
11 of this case, notwithstanding the fact that he will receive no
12 compensation.³ See E.D. Cal. L.R. 202(b); see also Robidoux, 638
13 F.3d at 1179. Accordingly, the court will approve the settlement
14 of plaintiffs' claims against defendants and will grant
15 plaintiffs' Motion to Approve Minor's Compromise.

16 IT IS THEREFORE ORDERED that the Motion to Approve
17 Minor's Compromise (Docket No. 101) be, and the same hereby is,
18 GRANTED.

19 Dated: January 14, 2020

20 
21 **WILLIAM B. SHUBB**
22 **UNITED STATES DISTRICT JUDGE**

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25 ³ Plaintiffs cite no case involving a minor's compromise
26 where the minor received no compensation, though the court notes
27 that if plaintiffs had simply dismissed J.B.'s claim, no approval
28 of the court would be required. This settlement of J.B.'s claim
for no compensation, but in effect a waiver of costs, is
tantamount to such a dismissal.