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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

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J.M., a minor, by and through  
her Guardian ad Litem, Nancy  
Morin-Teal,

Plaintiffs,

v.

PLEASANT RIDGE UNION SCHOOL  
DISTRICT, MAGNOLIA INTERMEDIATE  
SCHOOL, ALLIANCE REDWOODS  
OUTDOOR RECREATION, COUNTY OF  
NEVADA, and DOES 1 to 50,

Defendants.

Civ. No. 2:16-897 WBS CKD

MEMORANDUM AND ORDER RE:  
MOTION FOR APPROVAL OF  
MINOR'S COMPROMISE

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Plaintiffs J.M., a minor, by and through her guardian  
ad litem, Nancy Morin-Teal, brought this action against  
defendants Pleasant Ridge Union School District, Alliance  
Redwoods Outdoor Recreation, County of Nevada,<sup>1</sup> and Does 1 to 50,

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<sup>1</sup> Plaintiffs voluntarily dismissed defendants County of Nevada on October 10, 2016 (Docket No. 23) and Alliance Redwoods Outdoor Recreation on January 31, 2017 (Docket No. 37). Pleasant Ridge Union School District is the only remaining defendant in

1 alleging defendants violated the Rehabilitation Act and related  
2 state law claims arising out of J.M's injuries sustained while  
3 attending a school field trip. Presently before the court is  
4 Nancy Morin-Teal's petition for approval of minor's compromise.<sup>2</sup>  
5 (Docket No. 58.)

6 Under Eastern District of California's Local Rules, the  
7 court must approve the settlement of the claims of a minor. E.D.  
8 Cal. L.R. 202(b). The party moving for approval of the  
9 settlement must provide the court "such . . . information as may  
10 be required to enable the Court to determine the fairness of the  
11 settlement or compromise." Id. at L.R. 202(b)(2); see also  
12 Robidoux v. Rosengren, 638 F.3d 1177, 1179 (9th Cir. 2011)  
13 (district court has a duty "to safeguard the interests of minor  
14 plaintiffs" that requires it to "determine whether the net amount  
15 distributed to each minor plaintiff in the proposed settlement is  
16 fair and reasonable").

17 In Robidoux, the Ninth Circuit specifically instructed  
18 district courts to "limit the scope of their review to the  
19 question whether the net amount distributed to [a] minor  
20 plaintiff in the settlement is fair and reasonable, in light of  
21 the facts of the case, the minor's specific claim, and recovery  
22 in similar cases." Although the Robidoux court expressly limited  
23 its holding to a minor's federal claims, Robidoux, 638 F.3d at  
24 1179 n.2, 1181-82, district courts have also applied this rule in  
25 the context of a minor's state law claims. See, e.g., Frary v.  
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27 this action.

28 <sup>2</sup> No opposition has been filed.

1 County of Marin, Civ. No. 12-3928-MEJ, 2015 WL 575818, at \*2  
2 (N.D. Cal. Feb. 10, 2015).

3           This court is familiar with the allegations in this  
4 case, including the undisputed medical attention provided to the  
5 minor at Sutter Health, as well as defendant Pleasant Ridge Union  
6 School District's denial of liability for all claims asserted  
7 against it. In light of the evidence supporting a finding of no  
8 liability, it could not be certain that plaintiffs would recover  
9 even the settlement sum of \$10,000 if the case were to proceed to  
10 trial, although plaintiffs have produced contrary evidence  
11 supporting their position. Additionally, proper notice of the  
12 settlement has been given to all parties.

13           The settlement will result in the payment of \$2,500 in  
14 attorney's fees to plaintiffs' counsel. It "has been the  
15 practice in the Eastern District of California to consider 25% of  
16 the recovery as the benchmark for attorney's fees in contingency  
17 cases involving minors." See Chance v. Prudential Ins. Co. of  
18 Am., Civ. No. 1:15-1889-DAD-JLT, 2016 WL 3538345, at \*3 (E.D.  
19 Cal. June 29, 2016) (compiling cases). Thus, the portion of the  
20 total settlement allocated to attorney's fees, which is 25%, is  
21 reasonable under the circumstances.

22           Based on all of these considerations, the court finds  
23 that the settlement is fair and reasonable and in the best  
24 interests of the minor child. See E.D. Cal. L.R. 202(b); see  
25 also Robidoux, 638 F.3d at 1179. Accordingly, the court will  
26 approve the settlement of plaintiffs' claims against defendant  
27 Pleasant Ridge Union School District and will grant Nancy Morin-  
28 Teal's petition for approval of minor's compromise.

1           IT IS THEREFORE ORDERED that Nancy Morin-Teal's  
2 petition for approval of minor's compromise (Docket No. 58) be,  
3 and the same hereby is, GRANTED.

4           IT IS FURTHER ORDERED that:

5           1.    The gross amount or value of the settlement or  
6 judgment in favor of plaintiff J.M. is \$10,000.

7           2.    Fees and expenses shall be paid by one or more  
8 checks or drafts, drawn payable to the order of plaintiff's  
9 guardian ad litem Nancy Teal-Morin and plaintiffs' attorney, if  
10 any, or directly to third parties entitled to receive payment  
11 identified in this order for the following items of expenses or  
12 damages, which are hereby authorized to be paid out of the  
13 proceeds of the settlement or judgment:

14                   (a)   Reimbursement for costs in the total amount  
15 of \$1,745.02 payable to Amerio Law Firm, P.C.

16                   (b)   Attorney's fees in the total amount of \$2,500  
17 payable to Amerio Law Firm, P.C.

18                   (c)   Medi-Cal lien in the total amount of \$419.94  
19 payable to the Department of Health Care Services.

20                   (d)   Payment to J.M. in the total amount of  
21 \$5,335.04 payable to J.M. and deposited in a FDIC insured bank  
22 blocked account.

23                   (e)   Plaintiffs' counsel shall deposit Claimants'  
24 proceeds into individual FDIC insured account held in the name of  
25 the minor at BBVA Compass located at 8777 Sierra College Blvd,  
26 Suite 100, Roseville, CA 95661.

27                   (f)   Said accounts shall be blocked, so that no  
28 withdrawal of principal or interest can be made prior to said,

