

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

-----oo0oo-----

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

AMENDED ORDER APPROVING
MINOR'S COMPROMISE¹

-----oo0oo-----

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

¹ This order amends and supersedes the court's prior
order approving a prior petition seeking approval of minor's
compromise, Docket No. 61, and is issued in response to the
Amended Petition for Approval of Minor's Compromise, Docket No.
62.

1 Redwoods Outdoor Recreation, County of Nevada,² and Does 1 to 50,
2 alleging defendants violated the Rehabilitation Act and related
3 state law claims arising out of J.M's injuries sustained while
4 attending a school field trip. Presently before the court is
5 Nancy Morin-Teal's amended petition for approval of minor's
6 compromise. (Docket No. 62.)

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

18 In Robidoux, the Ninth Circuit specifically instructed
19 district courts to "limit the scope of their review to the
20 question whether the net amount distributed to [a] minor
21 plaintiff in the settlement is fair and reasonable, in light of
22 the facts of the case, the minor's specific claim, and recovery
23 in similar cases." Although the Robidoux court expressly limited
24 its holding to a minor's federal claims, Robidoux, 638 F.3d at

25 ² Plaintiffs voluntarily dismissed defendants County of
26 Nevada on October 10, 2016 (Docket No. 23) and Alliance Redwoods
27 Outdoor Recreation on January 31, 2017 (Docket No. 37). Pleasant
28 Ridge Union School District is the only remaining defendant in
this action.

1 1179 n.2, 1181-82, district courts have also applied this rule in
2 the context of a minor's state law claims. See, e.g., Frary v.
3 County of Marin, Civ. No. 12-3928-MEJ, 2015 WL 575818, at *2
4 (N.D. Cal. Feb. 10, 2015).

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

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

24 Based on all of these considerations, the court finds
25 that the settlement is fair and reasonable and in the best
26 interests of the minor child. See E.D. Cal. L.R. 202(b); see
27 also Robidoux, 638 F.3d at 1179. Accordingly, the court will
28 approve the settlement of plaintiffs' claims against defendant

1 Pleasant Ridge Union School District and will grant Nancy Morin-
2 Teal's petition for approval of minor's compromise.

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

6 IT IS FURTHER ORDERED that:

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

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

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

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

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

22 (d) Payment to J.M. in the total amount of
23 \$5,335.04 payable to J.M. and deposited in a FDIC insured bank
24 blocked account.

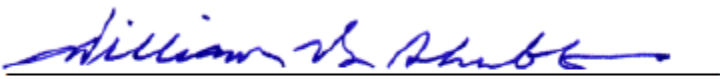
25 (e) Plaintiffs' counsel shall deposit Claimants'
26 proceeds into individual FDIC insured account held in the name of
27 the minor at TRI COUNTIES BANK, 3700 DOUGLAS BLVD, ROSEVILLE, CA
28 95661.

1 (f) Said accounts shall be blocked, so that no
2 withdrawal of principal or interest can be made prior to said,
3 respective minor's reaching the age of 18, unless a written order
4 is obtained from this Court. The money on deposit is not subject
5 to escheat.

6 (g) Upon the minor's attaining the age of 18, her
7 respective account shall be unblocked without further order of
8 this Court. J.M. is currently 15 years old and will reach age of
9 majority on January 7, 2021.

10 (h) Plaintiffs' counsel shall provide each
11 minor's bank or credit union with a copy of this Order, and
12 shall, within 30 days, file with the Court a declaration
13 verifying the opening of said blocked accounts.

14 Dated: September 14, 2018

15 
16 **WILLIAM B. SHUBB**
17 **UNITED STATES DISTRICT JUDGE**

18
19
20
21
22
23
24
25
26
27
28