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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

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TYESHINA SYKES, an individual;  
and J.S., by and through her  
guardian ad litem JOHNNY NASH,  
in individual,

Plaintiffs,

v.

DONALD JAMES SHEA, in  
individual; KUNKEL TRUCK LINES,  
INC., a South Dakota  
Corporation; and DOES 1-30,

Defendants.

Civ. No. 2:16-2851 WBS GGH

ORDER RE: MOTION TO APPROVE  
MINOR'S COMPROMISE

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Tyeshina Sykes ("Sykes") initiated this action on  
behalf of herself and J.S., a minor, against defendants Donald  
James Shea ("Shea") and Kunkel Trucking, Inc. ("Kunkel") alleging  
negligence based personal injury claims related to a motor  
vehicle collision involving a truck driven by Shea and owned by  
Kunkel. Johnny Nash was appointed as guardian ad litem for J.S.  
Presently before the court is J.S.'s petition for approval of

1 minor's compromise. (Docket No. 61.)

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

13 In Robidoux, the Ninth Circuit specifically instructed  
14 district courts to "limit the scope of their review to the  
15 question whether the net amount distributed to [a] minor  
16 plaintiff in the settlement is fair and reasonable, in light of  
17 the facts of the case, the minor's specific claim, and recovery  
18 in similar cases." 638 F.3d at 1181. Although the Robidoux  
19 court expressly limited its holding to a minor's federal claims,  
20 638 F.3d at 1179 n.2, district courts have also applied this rule  
21 in the context of a minor's state law claims. See, e.g., Frary  
22 v. County of Marin, Civ. No. 12-3928-MEJ, 2015 WL 575818, at \*2  
23 (N.D. Cal. Feb. 10, 2015).

24 The Local Rules require that in actions in which the  
25 minor is represented by an appointed representative pursuant to  
26 state law, the settlement must first be approved by the state  
27 court having jurisdiction over the personal representative. E.D.  
28 Cal. Local R. 202(b)(1). Here, the court notes that the

1 Settlement Agreement at issue was first approved by the Honorable  
2 Judge Russell L. Hom of the Sacramento Superior Court. (See Mot.  
3 for Approval (Docket No. 61) at 2.) To require evaluation of the  
4 same Settlement Agreement under two different standards strikes  
5 this court as both unfair and likely to result in incongruous  
6 results. Primerica Life Ins. Co. v. Cassie, Civ. No. 2:12-1570  
7 WBS, 2013 WL 1705033, at \*1 (E.D. Cal. Apr. 19, 2013).

8 Additionally, defendants did not submit an opposition at the  
9 hearing before the Sacramento Superior Court, nor have they  
10 opposed this Motion.

11 The settlement will result in the payment of \$87,500 to  
12 J.S. J.S.' attorneys intend to take 25%, or \$21,875.00, of J.S.'  
13 settlement as payment for their services. It "has been the  
14 practice in the Eastern District of California to consider 25% of  
15 the recovery as the benchmark for attorney's fees in contingency  
16 cases involving minors." See Chance v. Prudential Ins. Co. of  
17 Am., Civ. No. 1:15-1889-DAD-JLT, 2016 WL 3538345, at \*3 (E.D.  
18 Cal. June 29, 2016) (compiling cases). Thus, the portion of the  
19 total settlement allocated to attorney's fees in this case is  
20 reasonable under the circumstances.

21 Based on all of these considerations, the court finds  
22 that the settlement is fair and reasonable and in the best  
23 interests of the minor child. See E.D. Cal. L.R. 202(b); see  
24 also Robidoux, 638 F.3d at 1179. Accordingly, the court will  
25 approve the settlement of J.S.' claims against defendants and  
26 will grant the petition for approval of minor's compromise.

27 IT IS THEREFORE ORDERED that plaintiff's Motion to  
28 Approve Minor's Compromise (Docket No. 61) be, and the same

1 hereby is, GRANTED.

2 IT IS FURTHER ORDERED that:

3 1. The gross amount or value of the settlement or  
4 judgment in favor of plaintiff J.S. is \$87,500.00

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

12 (a) Attorney's fees in the total amount of  
13 \$21,875.00 payable to Banafsheh, Danesh, and Javid, P.C.;

14 (b) Reimbursement in the amount of \$24,275.90 for  
15 necessary costs incurred in the prosecution of this matter  
16 payable to Banafsheh, Danesh, and Javid, P.C.;

17 (c) Medical, hospital, ambulance, nursing and  
18 other expenses in the amount of \$565.98 payable to Department of  
19 Health Care Services;

20 (d) Medical, hospital, ambulance, nursing and  
21 other expenses in the amount of \$1,791.00 payable to NCO  
22 Financial Services;

23 (e) Payment to J.M. in the total amount of  
24 \$38,993.02 payable to Pacific Life & Annuity Services, Inc. to  
25 fund a structured settlement annuity and to fund period payments.

26 Dated: May 22, 2018

27 

28 **WILLIAM B. SHUBB**  
**UNITED STATES DISTRICT JUDGE**