

1 without oral argument and vacates the hearing that is currently set for January 22, 2015. See Civ.
2 L.R. 7-1(b).

3 **LEGAL STANDARD**

4 “District courts have a special duty, derived from Federal Rule of Civil Procedure 17(c), to
5 safeguard the interests of litigants who are minors.” *Robidoux v. Rosengren*, 638 F.3d 1177, 1181
6 (9th Cir. 2011). “Rule 17(c) provides, in relevant part, that a district court ‘must appoint a
7 guardian ad litem — or issue another appropriate order — to protect a minor or incompetent
8 person who is unrepresented in an action.’” *Id.* (quoting Fed. R. Civ. P. 17(c)). “In the context of
9 proposed settlements in suits involving minor plaintiffs, this special duty requires a district court
10 to ‘conduct its own inquiry to determine whether the settlement serves the best interests of the
11 minor.’” *Robidoux*, 638 F.3d at 1181 (quoting *Dacanay v. Mendoza*, 573 F.2d 1075, 1080 (9th Cir.
12 1978)).

13 The Ninth Circuit has also made clear that, in cases involving the settlement of federal
14 claims, district courts should “limit the scope of their review to the question whether the net
15 amount distributed to each minor plaintiff in the settlement is fair and reasonable, in light of the
16 facts of the case, the minor’s specific claim, and recovery in similar cases,” and should “evaluate
17 the fairness of each minor plaintiff’s net recovery without regard to the proportion of the total
18 settlement value designated for adult co-plaintiffs or plaintiffs’ counsel — whose interests the
19 district court has no special duty to safeguard.” *Robidoux*, 638 F.3d at 1181-82 (citing *Dacanay*,
20 573 F.2d at 1078).

21 The *Robidoux* court did not express a view on the proper approach for federal courts to
22 take when sitting in diversity and considering approval of a minor’s state-law claims. *Robidoux*,
23 638 F.3d at 1179 n. 2. Following summary-judgment practice, the only claims remaining in this
24 case are under California state law. (See ECF No. 59.) The court nevertheless looks to the Ninth
25 Circuit’s guidance in *Robidoux* in assessing the present settlement. Like federal law, California
26 law also requires its courts to approve the settlement of minors’ claims. See Cal. Civ. Proc. Code
27 § 372; Cal. Prob. Code § 3600.

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ANALYSIS

The minor Lopez plaintiffs, through their father as guardian ad litem, have agreed to settle their claims. The present value of the gross settlement with all plaintiffs is \$375,000. (ECF No. 94 at 2.) Under the settlement, the Lopez children will receive the following net amounts: (1) Edgar Lopez, the eldest child, will receive \$36,666.66; (2) Alexandra Lopez will receive \$26,666.66; and (3) Gretsandy Lopez will receive \$26,666.66. (ECF No. 95 at 1-2.) These amounts account for litigation costs; the settlement also provides for attorney’s fees (as constrained by California’s Medical Injury Compensation Reform Act). (See ECF No. 94 at 2-4.) The settlement will be structured as periodic payments from a single-premium deferred annuity. (Id. at 1.) California allows structured settlements of this type for minors’ claims. See Cal. Prob. Code § 3602.

After reviewing the papers submitted, the court finds the amounts and other features of the settlement to be fair and reasonable, in light of the facts of this case, the minor Lopez plaintiffs’ claims, and recoveries in similar cases. The court also finds that the settlement is in the Lopez children’s best interests. The court accordingly grants Mr. Lopez’s petition and approves the settlement.

CONCLUSION

The petition to approve the settlement is granted. The approved settlement is ordered on the following terms:

1. The compromise of Edgar Lopez’s claim in the amount of \$36,666.66 is approved. The defendants will pay Edgar Lopez, through his assignee, Pacific Life & Annuity Services, \$6,500.00 on January 14, 2019, \$6,500.00 on January 14, 2020, \$8,632.30 on January 14, 2021 and \$8,632.30 on January 14, 2022. Attorney’s fees for work attributable to Edgar’s claims in the amount of \$9,166.66 payable to Becker & Becker are approved. Becker & Becker is authorized to disburse these fees from the client’s trust account held at the Wells Fargo Bank.
2. The compromise of Alexandra Lopez’s claim in the amount of \$26,666.66 is approved. The defendants will pay Alexandra Lopez, through her assignee, Pacific Life & Annuity Services, \$6,500.00 on August 28, 2026, \$6,500.00 on August 28, 2027, \$8,542.77 on

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August 28, 2028 and \$8,542.77 on August 28, 2029. Attorney's fees for work attributable to Alexandra's claims in the amount of \$6,666.66 payable to Becker & Becker are approved. Becker & Becker is authorized to disburse these fees from the client's trust account held at the Wells Fargo Bank.

- 3. The compromise of Gretsandy Lopez's claim in the amount of \$26,666.66 is approved. The defendant will pay to Gretsandy Lopez, through its assignee, Pacific Life & Annuity Services, \$6,500.00 on August 29, 2029, \$6,500.00 on August 29, 2030, \$10,180,41 on August 28, 2031 and \$10,180,41 on August 28, 2032. Attorney's fees for work attributable to Gretsandy's claims in the amount of \$6,666.66 payable to Becker & Becker are approved. Becker & Becker is authorized to disburse these fees from the client's trust account held at the Wells Fargo Bank.

The court directs the parties to file, by March 6, 2015, either: (1) a stipulated dismissal under Federal Rule of Civil Procedure 41(a); or (2) a joint status update explaining why a stipulated dismissal has not yet been filed.

This disposes of ECF No. 94.

IT IS SO ORDERED.

Dated: January 9, 2015



Laurel Beeler
United States Magistrate Judge