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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

D.S., by and through her mother Rosalind Solo; et al.,

Plaintiffs,

v.

American Association of University Women; et al.

Defendants.

Case No. 15-cv-1356-WQH-AGS

**REPORT AND
RECOMMENDATION THAT
THE SETTLEMENT MOTION
[DOC. 72] BE GRANTED**

Rosalind Solo, plaintiff and guardian *ad litem* for the minor plaintiff D.S., seeks an order approving a proposed settlement of the minor plaintiff’s claims against defendant Regents of the University of California. Because the settlement serves the minor’s best interests, the Court recommends that the motion be granted.

BACKGROUND

This suit arises from allegations that D.S. was removed from a one-week middle school camp as a result of disability discrimination. That camp, although hosted by other defendants, was held on the campus of the University of California, San Diego. The University disputes plaintiff’s allegations, and specifically disputes that any decision to remove D.S. from the camp or any retaliation thereafter was the fault of any University employee. Solo and the University now seek to settle all of D.S.’s claims against the University based on a settlement agreement that contains no

1 financial recovery for D.S., but requires the University to include the following
2 provisions into any contracts with the other defendants for the next five years:
3

4 (1) The Organization is required to comply with state and federal
5 laws regarding the accommodation of participants and applicants with
6 disabilities.

7 (2) The Organization shall provide participants with information
8 regarding the Organization's obligation to comply with state and federal
9 law regarding the accommodation of participants with disabilities and
10 describing a method for participants to raise concerns regarding disability
11 accommodations with the Organization.

12 The University also agrees to consider adding the same provisions to other conference
13 contracts. Finally, plaintiffs' counsel may receive, upon request, a copy of each
14 contract between the University and the other defendants for the next five years that
15 concerns convention space leasing. Despite being provided an opportunity, none of
16 the other defendants have opposed this settlement.

17 **DISCUSSION**

18 District courts have "a special duty" to "safeguard the interests of litigants who
19 are minors." *Robidoux v. Rosengren*, 638 F.3d 1177, 1181 (9th Cir. 2011). In the
20 settlement context, that duty requires the court to "conduct its own inquiry to
21 determine whether the settlement serves the best interests of the minor." *Id.* (citations
22 omitted). The Court is required to limit the scope of its review to "whether the net
23 amount distributed to each minor plaintiff in the settlement is fair and reasonable, in
24 light of the facts of the case, the minors' specific claim, and recovery in similar cases."
25 *Id.* at 1182.

26 Having reviewed the first amended complaint, the Court believes that D.S has
27 a low chance of victory against the University, particularly in proving that the
28 University could be liable for a decision allegedly made by other entities who
contracted to provide a camp on the University's property. But the Court recognizes

1 that litigation is always uncertain and new facts may have come to light during
2 discovery that would have changed that position. Moreover, although the settlement
3 lacks a financial recovery, D.S. has negotiated and received the benefit of contractual
4 provisions that, her advocate believes, lessen the likelihood that similar treatment will
5 occur in the future. The settlement of a minor's claim does not require monetary
6 compensation in every instance. *See, e.g., Rangel v. United States*, No. 14-cv-1273-
7 BGS, 2015 WL 12699862, at *1 (S.D. Cal. June 24, 2015). Finally, the Court
8 recognizes that the two parties most likely to be found liable are remaining in the suit
9 and have no objection to the settlement terms with the University. Balanced against
10 the risk of time-consuming and expensive litigation that would likely prove fruitless,
11 the settlement in this case is reasonable and in the minor's best interest.

12 Thus, this Court **RECOMMENDS** that:

- 13 1. The parties' joint motion to approve the settlement be **GRANTED**.
- 14 2. The compromise and settlement of the claims of the minor, D.S., be
15 **APPROVED** as fair and reasonable and in the best interests of the minor
16 plaintiff.

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18 Any objections to this R&R are due by **June 5, 2017**.

19 Dated: May 22, 2017

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21 _____
22 Hon. Andrew G. Schopler
23 United States Magistrate Judge
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