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

VEENA BARWARI, a minor, by and  
through her guardian ad litem, Michelle  
Leffew,  
  
Plaintiff,  
  
v.  
  
WAL-MART STORES, INC., et al.,  
  
Defendants.

Case No.: 16cv3041-MMA (BGS)  
  
**ORDER GRANTING UNOPPOSED  
AMENDED MOTION TO CONFIRM  
MINOR’S COMPROMISE**  
  
[Doc. No. 22]

On April 26, 2017, Petitioner Michelle Leffew, as guardian ad litem of Minor Plaintiff Veena Barwari, filed a motion to confirm the proposed settlement of this action. Defendants Wal-Mart Stores, Inc., and World and Main (Cranbury), LLC, do not oppose the motion. *See* Doc. No. 24. For the reasons set forth below, the Court **GRANTS** the motion.

**DISCUSSION**

“District courts have a special duty, derived from Federal Rule of Civil Procedure 17(c), to safeguard the interests of litigants who are minors.” *Robidoux v. Rosengren*, 638 F.3d 1177, 1181 (9th Cir. 2011). As such, the Court must “independently investigate and evaluate any compromise or settlement of a minor’s claims to assure itself that the

1 minor's interests are protected . . . even if the settlement has been recommended or  
2 negotiated by the minor's parent or guardian ad litem." *Salmeron v. United States*, 724  
3 F.2d 1357, 1363 (9th Cir. 1983). Courts must consider "whether the net amount  
4 distributed to each minor plaintiff in the settlement is fair and reasonable, in light of the  
5 facts of the case, the minor's specific claim, and recovery in similar cases." *Robidoux*,  
6 638 F.3d at 1182.

7 The proposed gross settlement amount is \$60,000.00. The proposed attorney fee  
8 percentage is 25% for a total of \$15,000.00. The balance of \$45,000 will be paid to the  
9 minor, minus a \$2,000.00 medical lien and \$4,216.38 in costs, resulting in a net recovery  
10 of \$38,783.62. Upon consideration of the minor's claims, the terms of the settlement,  
11 and recoveries in similar cases, the Court finds the settlement in this case to be fair and  
12 reasonable.

### 13 CONCLUSION AND ORDER

14 Based on the foregoing, the Court **APPROVES** the proposed settlement of this  
15 action, **GRANTS** Petitioner's motion, and **CONFIRMS** the compromise of the minor's  
16 claims. Accordingly, **IT IS HEREBY ORDERED:**

- 17 1. Plaintiff Veena Barwari ("the Minor Plaintiff"), will receive \$60,000.00 by way  
18 of settlement ("the settlement amount"), in the form of a check payable to  
19 "Gilliland & Gilliland Client-Trust Fund and Michelle Leffew, Esq. as  
20 Guardian ad litem to VEENA BARWARI."
- 21 2. From the settlement amount, \$15,000.00 will be paid to plaintiff's counsel as  
22 attorney's fees.
- 23 3. The balance of the settlement amount, \$45,000.00, minus the \$2,000.00 medical  
24 lien and \$4,216.38 in costs, must be deposited in a federally-insured, interest  
25 bearing blocked account. No withdrawals of principal or interest may be made  
26 from the blocked account without a written order of this Court, until the Minor  
27 Plaintiff attains the age of 18 years.

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1 4. The parties must file a joint motion to dismiss this action on or before  
2 **June 2, 2017.**

3 **IT IS SO ORDERED.**

4 DATE: May 10, 2017



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HON. MICHAEL M. ANELLO  
United States District Judge

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