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8 UNITED STATES DISTRICT COURT  
9 SOUTHERN DISTRICT OF CALIFORNIA  
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11 CHRISTIAN LASS, an  
12 Individual; AMY LASS, an  
13 Individual; B.L., a minor by and  
14 through his guardian, Amy Lass;  
15 C.L., a minor by and through his  
16 general guardian, Amy Lass;  
17 NATE SPEER, an Individual;  
18 MELISSA SPEER, an Individual;  
19 R.S., a minor by and through her  
20 general guardian, Melissa Speer;  
21 P.S., a minor by and through her  
22 general guardian, Melissa Speer;  
23 H.S., a minor by and through her  
24 general guardian, Melissa Speer;  
25 BRIAN BURKE, an Individual;  
26 TRISHA BURKE, an Individual;  
27 J.B., a minor by and through her  
28 general guardian, Trisha Burke;  
B.B., a minor by and through her  
general guardian, Trisha Burke,  
Plaintiffs,

v.

BRINDISI AT AVIARA  
PREMIER COLLECTION  
HOMEOWNERS

Case No.: 17cv2428-WQH-BGS

**ORDER**

1 ASSOCIATION, A Business Form  
2 Unknown; THE PRESCOTT  
3 COMPANIES, a California  
4 Corporation doing business as  
5 Associa Prescott and DOES 1  
6 THRU 10, INCLUSIVE,  
7  
8 Defendants.

9 HAYES, Judge:

10 The matter before the Court is the Petition to Confirm Minors' Compromises filed  
11 by Plaintiffs. (ECF No. 13).

12 **I. BACKGROUND**

13 On December 4, 2017, Plaintiffs filed a Complaint against Defendants alleging the  
14 following causes of action: (1) violation of the Fair Housing Act, (2) violation the  
15 California Fair Employment and Housing Act, (3) negligence, (4) unfair business practices,  
16 and (5) violation of the California Unruh Civil Rights Act. (ECF No. 1). Plaintiffs are  
17 parents and their minor children who lived at a community called Brindisi at Aviara  
18 ("Brindisi"), located in Carlsbad, California. Defendants manage and supervise the rental  
19 and ownership of units at Brindisi. The Complaint alleges that Defendants discriminated  
20 against families with children in the operation of Brindisi by unfairly restricting the minor  
21 children from playing in common areas in the community. (ECF No. 1).

22 On January 26, 2018, Defendants filed an Answer. (ECF No. 6).

23 On April 19, 2018, Plaintiffs filed an ex parte Petition for Confirm Minors'  
24 Compromises. (ECF No. 13). On April 24, 2018, the Court entered an Order requiring  
25 that any response to the Petition must be filed on or before May 1, 2018. (ECF No. 15).  
26 The record reflects that no response to the Petition has been filed.

27 **II. DISCUSSION**

28 Plaintiffs assert that the parties have entered into a settlement with respect to the  
entire case and seek an order confirming the claims of the minor Plaintiffs, B.L., C.L., R.S.,

1 P.S., H.S., J.B., and B.B. General Guardian Amy Lass requests that B.L. and C.L. each  
2 receive \$3,000. General Guardians Melissa Speer and Trish Burke request that R.S., P.S.,  
3 H.S., J.B. and B.B. each receive \$5,000. Plaintiffs contend that the settlement is reasonable  
4 in light of the facts of this case and in light of other settlements under similar circumstances.  
5 No objections have been filed to the Petition.

6 “District courts have a special duty, derived from Federal Rule of Civil Procedure  
7 17(c), “to safeguard the interests of litigants who are minors.” *Robidoux v. Rosengren*, 638  
8 F.3d 1177, 1181 (9th Cir. 2011). Federal Rule of Civil Procedure 17(c) provides that a  
9 district court “must appoint a guardian ad litem—or issue another appropriate order—to  
10 protect a minor . . . who is unrepresented in an action.” Fed. R. Civ. P. 17(c). “In the  
11 context of proposed settlements in suits involving minor plaintiffs, this special duty  
12 requires a district court to ‘conduct its own inquiry to determine whether the settlement  
13 serves the best interests of the minor.’” *Id.* (quoting *Dacanay v. Mendoza*, 573 F.2d 1075,  
14 1080 (9th Cir. 1978)); *see also Salmeron v. United States*, 724 F.2d 1357, 1363 (9th Cir.  
15 1983) (“Thus, a court must independently investigate and evaluate any compromise or  
16 settlement of a minor’s claims to assure itself that the minor’s interests are protected . . .  
17 even if the settlement has been recommended or negotiated by the minor’s parent or  
18 guardian ad litem”). Pursuant to Civil Local Rule 17.1, “[no] action by or on behalf of a  
19 minor . . . will be settled, compromised, voluntarily discontinued, dismissed or terminated  
20 without court order or judgment.” CivLR 17.1.

21 District courts should “limit the scope of their review to the question whether the net  
22 amount distributed to each minor plaintiff in the settlement is fair and reasonable in light  
23 of the facts of the case, the minor’s specific claim, and recovery in similar cases.”  
24 *Robidoux*, 638 F.3d at 1181–82. “[T]he district court should evaluate the fairness of each  
25 minor plaintiff’s net recovery without regard to the proportion of the total settlement value  
26 designated for the adult co-plaintiffs or plaintiffs’ counsel—whose interests the district  
27 court has no special duty to safeguard.” *Id.* at 1182. “So long as the net recovery to each  
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1 minor plaintiff is fair and reasonable in light of their claims and average recovery in similar  
2 cases, the district court should approve the settlement as proposed by the parties.” *Id.*

3 In this case, the proposed minors’ compromise will result in each minor plaintiff  
4 receiving either \$3,000 or \$5,000 in a trust account. No party has filed any objections and  
5 courts have approved settlements allowing for similar recovery by minor plaintiffs under  
6 similar circumstances. After considering the facts of this case, the minors’ specific claims,  
7 and the recovery in similar cases, the Court finds that the settlement is fair, reasonable and  
8 in the best interests of the minor plaintiffs. The unopposed Petition to Confirm Minors’  
9 Compromise is granted.

### 10 III. CONCLUSION

11 IT IS HEREBY ORDERED that the Petition to Confirm Minors’ Compromise is  
12 GRANTED. (ECF No. 13). IT IS FURTHER ORDERED:

13 1. The minor plaintiffs shall receive the following by way of settlement:

14 \$3,000	B.L.
15 \$3,000	C.L.
16 \$5,000	J.B.
17 \$5,000	B.B.
18 \$5,000	R.S.
19 \$5,000	P.S.
20 \$5,000	H.S.

21  
22 2. Within 72 hours of receipt of a check payable to the order of the General  
23 Guardian for each minor plaintiff, such General Guardian shall deposit the checks for the  
24 minor children in blocked accounts at a federally insured bank or credit union.

25 3. Each General Guardian must deliver to each depository at the time of deposit  
26 a copy of this order.

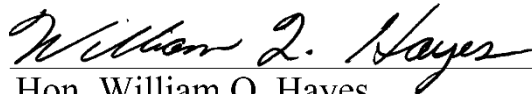
27 4. No withdrawals of principal or interest may be made from the blocked  
28 accounts without a written order under this case name and number, signed by a judge, and

1 bearing the seal of this court, until the respective minors attain the age of 18 years. When  
2 the respective minor attains the age of 18 years, the depository, without further order of  
3 this court, is authorized and directed to pay by check or draft directly to the former minor,  
4 upon proper demand, all moneys including interest deposited under this order. The money  
5 on deposit is not subject to escheat. The blocked accounts in this matter are to be opened  
6 solely for the benefit of minor plaintiffs in this case and such funds placed, therein, cannot  
7 be accessed by anybody other than the respective minor plaintiffs upon reaching the age of  
8 majority. The parents/guardian ad litem shall have no right to access any of the funds in  
9 such blocked account for any reason.

10 5. General Guardians Amy Lass, Trisha Burke, and Melissa Speer are each  
11 authorized and directed to execute any and all documents reasonably necessary to carry out  
12 the terms of the settlement.

13 6. Bond is waived.

14 Dated: May 10, 2018

  
15 Hon. William Q. Hayes  
16 United States District Court  
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