

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

Davis v. Walker, et al.

Davis v. Walker · No. Nos. 2:08-cv-00593-KJM-SCR and 2:10-cv-02139-KJM-SCR · Decided December 19,
2025

SUMMARY

The United States District Court for the Eastern District of California approves settlements in two related civil rights actions brought by Kennard Davis, who is represented by a guardian ad litem. Each settlement provides Davis with a \$15,000 payment, requires dismissal with prejudice, and includes releases and indemnification provisions. The court finds the settlements fair and reasonable under the standards governing settlements involving incompetent persons and orders the parties to file dispositional documents.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
JURISDICTION	United States District Court for the Eastern District of California
DECIDED	December 19, 2025
DOCKET	Nos. 2:08-cv-00593-KJM-SCR and 2:10-cv-02139-KJM-SCR
DISPOSITION	other
PROCEDURAL POSTURE	In two related prisoner civil-rights actions, the parties jointly moved for approval of settlement agreements entered on behalf of an incompetent plaintiff represented by a guardian ad litem.
STANDARD OF REVIEW	The court independently reviews a settlement involving an incompetent litigant to determine whether it protects the litigant's interests and is fair and reasonable, with review limited to the net amount distributed in light of the facts, the specific claim, and recoveries in similar cases.
PRECEDENTIAL VALUE	unpublished district court order
PARTIES	Kennard Davis v. James Walker, et al.

TOPICS

- guardianship procedure
- guardianships
- civil rights
- section 1983
- civil procedure

PRACTICE AREAS

civil procedure

prisoner civil rights

guardianship procedure

settlement approval

QUESTIONS PRESENTED

1. Whether the settlement agreements entered on behalf of an incompetent prisoner represented by a guardian ad litem should be approved under Federal Rule of Civil Procedure 17(c)(2), Ninth Circuit law, and Eastern District of California Local Rule 202(b).
2. Whether the proposed settlement amounts and distribution procedures were fair and reasonable in light of Davis's claims, circumstances, and comparable settlements.

HOLDINGS

1. The court approved both settlement agreements because the agreements were negotiated in good faith, complied with the applicable local-rule requirements, and were fair and reasonable in light of the claims, Davis's vulnerable circumstances, comparable settlements, and the proposed distribution procedures.

KEY QUOTATIONS

"This special duty requires a district court to "conduct its own inquiry to determine whether the settlement serves the best interests" of the minor or incompetent person." (at 2)

"The Ninth Circuit instructs district courts to "limit the scope of their review to the question whether the net amount distributed to each [minor or incompetent] plaintiff in the settlement is fair and reasonable, in light of the facts of the case, the [plaintiff's] specific claim, and recovery in similar cases." (at 2)

FACTUAL BACKGROUND

Kennard Davis alleged that prison staff denied him medical care in retaliation for filing appeals, used excessive force, destroyed legal documents, and took other harmful actions. The court had determined that Davis was not competent to proceed pro se, and he was represented by a guardian ad litem. The settlement agreements provided two payments of \$15,000, one for each related action, in exchange for a complete compromise, releases and indemnification, and dismissal with prejudice; no additional monetary relief would be paid and each party would bear its own attorney fees.

PROCEDURAL HISTORY

Davis alleged that prison staff denied him medical care in retaliation for filing appeals, used excessive force, destroyed legal documents, and engaged in other harmful conduct. The court previously determined that Davis was not competent to proceed pro se, and he was represented by counsel and a guardian ad litem. The parties reached settlement agreements providing Davis two payments of \$15,000, one in each action, with dismissal of all pending claims with prejudice, and jointly moved for approval. The district court granted both motions and ordered the parties to file dispositional documents within thirty days.

DISPOSITION

other

CASES CITED

- Robidoux v. Rosengren, 638 F.3d 1177, 1181–82 (9th Cir. 2011)
- Dacanay v. Mendoza, 573 F.2d 1075, 1080 (9th Cir. 1978)
- Gillis v. In-Shape Fam. Fitness, LLC, No. 23-01474, 2024 WL 3637487 (E.D. Cal. Aug. 2, 2024)
- Cantu v. Kings County, No. 20-00538, 2023 WL 8806569, at *8 (E.D. Cal. Dec. 20, 2023)
- Cantu v. Kings County, 2024 WL 169153 (E.D. Cal. Jan. 16, 2024)
- Garcia v. County of Kern, No. 20-0093, 2021 WL 3674519, at *7 (E.D. Cal. Aug. 19, 2021)
- Garcia v. County of Kern, 2021 WL 3813414 (E.D. Cal. Aug. 26, 2021)

OPINION

Walker

PER CURIAM.

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8 UNITED STATES DISTRICT COURT

9 FOR THE EASTERN DISTRICT OF CALIFORNIA

10 11 Kennard Davis, No. 2:08-cv-00593-KJM-SCR 12 Plaintiff, 13 v. 14 James Walker, et al., 15
Defendants. 16 17 Kennard Davis, No. 2:10-cv-02139-KJM-SCR 18 Plaintiff, ORDER 19 v. 20
James Walker, et al., 21 Defendants. 22 23 24 Plaintiff Kennard Davis alleges in the two actions
captioned above that prison staff denied 25 medical care to plaintiff in retaliation for filing
appeals, used excessive force, destroyed legal 26 documents and took other similarly harmful
actions. Defendants deny these claims. The court 27 has previously found plaintiff is not
competent to proceed pro se, and plaintiff is now represented 28 by a guardian ad litem. The
parties in both cases have reached settlement agreements and now 1 move jointly for approval of
the agreements in each case. See Case No. 08-593, ECF No. 528; 2 Case No. 10-2139, ECF No.
558. The parties agree the settlement agreements in the two related 3 cases are a full and complete
compromise of all disputed issues and the parties' compromises do 4 not amount to any admission
on part of the defendants. Plaintiff also agrees that in consideration 5 of receiving two payments of
\$15,000, one for each of the two cases, plaintiff will forever 6 discharge, hold harmless and
indemnify defendants and will dismiss all pending claims with 7 prejudice. No other monetary
relief will be paid to plaintiff, and each party will bear its own 8 attorneys' fees. 9 District courts
have a duty to protect the interests of minor or incompetent litigants. See 10 Fed. R. Civ. P. 17(c)
(2) (requiring a district court to "appoint a guardian ad litem—or issue 11 another appropriate
order—to protect a minor or incompetent person who is unrepresented in an 12 action"). This
special duty requires a district court to "conduct its own inquiry to determine 13 whether the
settlement serves the best interests" of the minor or incompetent person. Robidoux v. 14

Rosengren, 638 F.3d 1177, 1181 (9th Cir. 2011) (quoting *Dacanay v. Mendoza*, 573 F.2d 1075, 15 1080 (9th Cir. 1978)). The Ninth Circuit instructs district courts to “limit the scope of their 16 review to the question whether the net amount distributed to each [minor or incompetent] plaintiff 17 in the settlement is fair and reasonable, in light of the facts of the case, the [plaintiff’s] specific 18 claim, and recovery in similar cases.” *Robidoux*, 638 F.3d at 1181–82. This District’s Local 19 Rules also include several provisions governing the approval of an agreement to settle claims by 20 an incompetent person. See E.D. Cal. L.R. 202(b). 21 The parties have supplied the information required by the local rules, including in their 22 joint motion and a declaration by the guardian ad litem, which describes the terms of the 23 settlement agreement, how it came about with the assistance of a Magistrate Judge in a court- 24 convened settlement conference, and the terms and history of plaintiff’s representation by counsel 25 and guardian ad litem. See Case No. 08-593, ECF No. 534; Case No. 10-2139, ECF No. 559. By 26 all indications, the parties negotiated and entered the settlement agreements in good faith. 27 The court is familiar with the claims and allegations underlying plaintiff’s claims, the long 28 procedural history of these related cases and the evidence about plaintiff’s competency. Although 1 the court is aware of no cases that are a precise match for these here, the court is satisfied the 2 settlement agreements are fair and reasonable in comparison to settlement agreements on behalf 3 of others who, in comparably vulnerable circumstances, have alleged deprivations of their 4 constitutional or statutory rights. See, e.g., *Gillis v. In-Shape Fam. Fitness, LLC*, No. 23-01474, 5 2024 WL 3637487 (E.D. Cal. Aug. 2, 2024) (approving agreement even though size of award was 6 “relatively small,” given the nature of the alleged harms); *Cantu v. Kings County*, No. 20-00538, 7 2023 WL 8806569, at *8 (E.D. Cal. Dec. 20, 2023) (collecting authority), findings and 8 recommendation adopted, 2024 WL 169153 (E.D. Cal. Jan. 16, 2024); *Garcia v. County of Kern*, 9 No. 20-0093, 2021 WL 3674519, at *7 (E.D. Cal. Aug. 19, 2021) (same), findings and 10 recommendation adopted, 2021 WL 3813414 (E.D. Cal. Aug. 26, 2021). The court also has 11 reviewed the parties’ summary of how the settlement funds will be distributed, i.e., via prison 12 trust account, and finds those procedures are proper. 13 The motion at ECF No. 528 in Case No. 08-593 and the motion at ECF No. 558 in Case 14 No. 10-2139 are both granted. The parties shall file dispositional documents in both related 15 actions within thirty days of the date this order is filed. 16 IT IS SO ORDERED. 17 DATED: December 17, 2025.