

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
CALIFORNIA

**Sharron Harville; A.C., a minor, by and through her guardian ad
litem Dametrious Harville; and A.P., a minor, by and through his
guardian ad litem Dametrious Harville v. 7-Eleven, Inc., et al.**

Harville · No. 3:25-cv-01265-TWR-MSB · Decided December 12, 2025

OPINION

Harville

PER CURIAM.

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9 UNITED STATES DISTRICT COURT

10 SOUTHERN DISTRICT OF CALIFORNIA

11 12 SHARRON HARVILLE; Case No.: 3:25-cv-01265-TWR-MSB A.C., a minor, by and
through her guardian

13 [REDACTED] REPORT AND

ad litem DAMETRIOUS HARVILLE; and

RECOMMENDATION FOR ORDER

14 A.P., a minor, by and through his guardian

GRANTING PETITIONS FOR

ad litem DAMETRIOUS HARVILLE,

15 APPROVAL OF MINORS’

Plaintiffs, COMPROMISES 16 v. 17 [ECF Nos. 15, 16] 7-ELEVEN, INC., et al., 18 Defendants.

19 20 21 22 Before the Court are the Petitions for Approval of Minor’s Compromise 23
 (“Petitions”) filed by Plaintiff Sharron Harville and DaMetrious Harville, step-brother and 24
 guardian ad litem of minor Plaintiffs A.C. and A.P., seeking approval of the compromise 25 of
 A.C.’s and A.P.’s disputed claims. ECF Nos. 15, 16. This Report and Recommendation 26 is
 submitted to United States District Judge Todd W. Robinson pursuant to 28 U.S.C. § 27 636(b)(1)
 and Local Civil Rule 17.1 of the United States District Court for the Southern 28 District of
 California. After reviewing the Petition and all supporting documents, and for 1 the reasons
 discussed below, the Court RECOMMENDS that the District Judge GRANT 2 the Petitions.

3 I. BACKGROUND

4 This matter arises from an incident when A.C. and A.P. (collectively, “Minor 5 Claimants”),
 along with their mother, were called racial slurs by an employee of Defendant 6 7-Eleven, Inc.
 (“Defendant”). ECF No. 15 at 2; ECF No. 16 at 2; see ECF No. 1-4. On
 7 February 12, 2024, Ms. Harville and her two minor children, A.C., who was ten years old

8 at the time, and A.P., who was seven years old, visited a 7-Eleven store. ECF No. 1-4 at 5. 9 Plaintiffs allege that Defendant's employee approached Plaintiffs and falsely accused them 10 "of stealing merchandise and told them to leave the store, targeting them based on race and 11 color." Id. Plaintiffs further allege that "Defendant's employee then made extremely racist 12 and offensive remarks." ECF No. 18-1 at 4, 6 ("Ms. Harville and her children were the 13 victims of racially charged verbal abuse by a 7-Eleven employee"); ECF No. 18-3 at 4, 6; 14 see ECF No. 1-4 at 5-6 (description of the slurs allegedly used by the employee, including 15 the 'N' word and monkey). Plaintiffs allege that they "suffered significant emotional 16 distress," precipitating this lawsuit. ECF No. 18-1 at 4; ECF No. 18-3 at 4. 17 Plaintiffs filed the instant lawsuit in the Superior Court of California, County of San 18 Diego, on February 21, 2025. ECF No. 1-4. Plaintiffs alleged the following causes of 19 action: (1) Unruh Civil Rights Act, CAL. CIV. CODE § 51; (2) discrimination in business 20 dealings, CAL. CIV. CODE § 51.5; (3) negligent hiring and supervision; and (4) negligence. 21 Id. Plaintiff Sharron Harville also filed the petitions of DaMetrious Harville to serve as 22 guardian ad litem for her minor children, which the Court granted. ECF Nos. 15-3, 16-3. 23 Defendant filed its answer on May 15, 2025. ECF No. 1-7. Defendant thereafter removed 24 the matter to federal court on May 16, 2025. ECF No. 1.

25 II. TERMS OF SETTLEMENT

26 On July 28, 2025, Magistrate Judge Michael S. Berg held an Early Neutral 27 Evaluation Conference ("ENE") in this matter. ECF No. 22. The ENE resulted a settlement 28 with all Plaintiffs for the global sum of . ECF No. 18-1 at 4; ECF No. 18-3 1 at 4. Judge Berg and the parties to the settlement determined that it would be fair and 2 appropriate for the Harville family to accept the following amounts to resolve their 3 respective claims: 4 1. Sharon Harville - ; 5 2. A.C. (11 years old) - ; and 6 3. A.P. (8 years old) - ; 7 Id. (totaling). 8 Additionally, Claimants agreed that all litigation costs incurred would be paid 9 exclusively out of Sharron Harville's settlement share. ECF No. 18-1 at 4-5; ECF No. 18- 10 3 at 4-5. Thus, the only proposed deduction from each Minor Claimant's gross settlement 11 recovery is the 25% contingency fee for Minor Claimants' attorney fees. Id.; see also id. 12 (a 40% contingency fee will be deducted from Sharron Harville's settlement share). 13 Therefore, each minor Claimant will receive net settlement proceeds of , which 14 they plan to disburse as follows: 15 1. A.C. - The net settlement funds are to be placed in a blocked account 16 set up in her name at an approved financial institution. 17 2. A.P. - The net settlement funds are to be placed in a blocked account 18 set up in his name at an approved financial institution. 19 Pursuant to the Court's briefing schedule, and after granting the parties' motion for 20 extension, the instant Petitions were filed on September 29, 2025. ECF Nos. 15, 16; see 21 also ECF No. 12, 14. Defendant filed a notice of non-opposition on September 20, 2025. 22 ECF No. 20. This report and recommendation follows.

23 III. LEGAL STANDARD

24 It is well-settled that courts have a special duty to safeguard the interests of litigants 25 who are minors in the context of settlements proposed in civil suits. *Robidoux v. Rosengren*, 26 638 F.3d

1177, 1181 (9th Cir. 2011); see also FED. R. CIV. P. 17(c) (district courts “must appoint a guardian ad litem—or issue another appropriate order—to protect a minor or incompetent person who is unrepresented in an action.”). “In the context of proposed settlements in suits involving minor plaintiffs, this special duty requires a district court to ‘conduct its own inquiry to determine whether the settlement serves the best interests of the minor.’” Robidoux, 638 F.3d at 1181 (quoting *Dacanay v. Mendoza*, 573 F.2d 1075, 1080 (9th Cir. 1978)); see also *Salmeron v. United States*, 724 F.2d 1357, 1363 (9th Cir. 5 1983) (holding that “a court must independently investigate and evaluate any compromise or settlement of a minor’s claims to assure itself that the minor’s interests are protected, even if the settlement has been recommended or negotiated by the minor’s parent or guardian ad litem.”). To facilitate courts within this district fulfilling the duty to safeguard, Local Rule 17.1(a) provides that “[n]o action by or on behalf of a minor or incompetent will be settled, compromised, voluntarily discontinued, dismissed or terminated without court order or judgment.” CivLR 17.1(a). In determining whether to approve a settlement of a minor’s claims, the Court must evaluate whether the settlement is in the best interests of the minor, by considering not only the fairness of the settlement, but the structure and manner of the plan for the payment and distribution of the assets for the benefit of the minor in accordance with California Probate Code §§ 3600, et seq. See CivLR 17.1(b). A minor’s settlement of state law claims must also be approved by the Court. The California Probate Code provides the applicable statutory scheme for approval of a minor’s compromise under state law. See CAL. PROB. CODE §§ 3601, et seq. Under California law, the court must evaluate the reasonableness of the settlement and determine whether the compromise is in the best interest of the minor. *A.M.L.*, 2014 WL 12588992, at *3 (citations omitted). The court is afforded “broad power ... to authorize payment from the settlement—to say who and what will be paid from the minor’s money—as well as direct certain individuals to pay it.” *Goldberg v. Super. Ct.*, 28 Cal. Rptr. 2d 613, 614–15 (Cal. Ct. App. 1994); see also *Peason v. Super. Ct.*, 136 Cal. Rptr. 3d 455, 459 (Cal. Ct. App. 25 2012) (explaining that the purpose of requiring court approval of a minor’s settlement is to “allow[] the guardians of a minor to effectively negotiate a settlement while at the same time protect[ing] the minor’s interest by requiring court approval before the settlement can have a binding effect on the minor.”). Here, Plaintiffs alleged solely state law causes of action. ECF No. 1-4. Because the Plaintiffs’ claims in this case are governed by California law, the Court will review the settlement with an emphasis on the state standard. The state standard focuses on the “best interests of the minor.” However, to ensure that all potentially relevant factors are considered, the Court will also apply the Robidoux standard of determining whether the net amount distributed to the minor plaintiffs (without regard to the proportion of the settlement allocated to adult co-plaintiffs or attorney fees) is “fair and reasonable.” See *A.M.L. v. Cernaianu*, No. LA-CV-12-6082-JAK-RZx, 2014 WL 12588992, at *3 (C.D. 9 Cal. Apr. 1, 2024) (finding it unnecessary for the court to resolve whether Robidoux or state rules applied to approval of minor’s compromise in case involving state law tort

claims, because the proposed settlement would satisfy both standards).

12 IV. DISCUSSION

13 During the ENE, with the assistance of Judge Berg, Plaintiffs decided to settle the 14 case with the understanding that if the settlement is approved by the Court, A.C. and A.P. 15 will be forever barred from seeking any further recovery or compensation from Defendant. 16 ECF No. 18-2 at 22–23. The undersigned has been assigned to this matter (ECF No. 11) to 17 fulfill the special duty of the Court to safeguard the interests of the minors in such a 18 situation. To do so, the Court will analyze the proposed settlement, the method of 19 disbursing Minor Claimants’ net recovery, and the proposed attorney fees and costs. 20 a. Proposed Net Settlement Amounts for the Minor Claimants 21 In reviewing a petition to approve a minor’s compromise, “courts typically consider 22 such information as the relative worth of the settlement amount, the circumstances of the 23 settlement, counsel’s explanation of their views and experiences in litigating these types of 24 actions, and other, similar compromises that have been approved by courts.” *J.T. v. 25 Tehachapi Unified Sch. Dist.*, No. 1:16-cv-1492-DAD-JLT, 2019 WL 954783, at *2 (E.D. 26 Cal. Feb. 26, 2019). Taking all relevant considerations into account, the Court finds that 27 the proposed net recovery of for each Minor Claimant is fair, reasonable, and 28 in Minor Claimants’ best interests, considering the facts and circumstances of this action. 1 The proposed settlement allows for certainty of recovery for Minor Claimants, as opposed 2 to the uncertainty associated with a jury verdict. Although Minor Claimants suffered 3 emotional distress, they did not sustain any permanent physical injuries. 4 The Court has performed its own review of cases involving facts similar to those at 5 issue here and finds the Minor Plaintiffs’ net recoveries of each is fair and 6 reasonable under the circumstances. See, e.g., *Sutton v. Cal. Dep’t of Parks*, No. 5:23-cv- 7 02057-BLF, 2025 WL 1745731, at *2–*3 (N.D. Cal. June 24, 2025) (finding fair and 8 reasonable a net settlement amount of \$30,000.00 when five-year-old minor was racially 9 discriminated against at a state beach, leading to the minor being wrongly detained by park 10 rangers in response to a false and allegedly racially-motivated report); *LawT v. Eleanor 11 Murray Fallon Middle Sch.*, No. No. 24-cv-00110-TSH, 2025 WL 1616641, at *1–*3 12 (N.D. Cal. June 6, 2025) (finding fair and reasonable a net settlement amount of \$74,749.38 13 when twelve-year-old was repeatedly called racial slurs for over seven months, including 14 “the ‘N’ word” and “monkey,” at school); *C.H. v. Brentwood Union Sch. Dist.*, No. 21-cv- 15 00196, 2023 WL 2277124, at *1–*2 (N.D. Cal. Feb. 28, 2023) (finding fair and reasonable 16 a net settlement amount of \$40,000.00 when teacher targeted black student based on race 17 and dragged him across a classroom by his hoodie); *J.K. v. Gold Trail Union Sch. Dist.*, 18 No. 2:20-cv-02388-MCE-AC, 2022 WL 3219492, at *1–*2 (E.D. Cal. Jul. 8, 2022) 19 (finding fair and reasonable a net settlement amount of \$28,456.50 to minor whose school 20 district failed to protect from racial discrimination at school when he was in eighth grade); 21 *Walden v. Moffett*, No. CV-F-04-6680-LJO-DLB, 2007 U.S. Dist. LEXIS 70507, at *2–*3 22 (E.D. Cal. Sept. 20, 2007) (finding fair and reasonable a net settlement amount of 23 \$13,349.00

to minor subjected to various racial and religious discrimination at school from 24 kindergarten to fourth grade), report and recommendation adopted, 2007 WL 2859790 25 (E.D. Cal. Sept. 25, 2007). 26 Based on these similar recoveries in similar actions, consideration of the facts, 27 Plaintiffs' claims, the risks associated with trial, and the nature of Minor Plaintiffs' alleged 28 // 1 emotional injuries, the Court concludes the proposed settlement of to each 2 Minor Plaintiff is fair and reasonable under both California and federal law standards. 3 b. Method of Disbursement 4 Under the California Probate Code, various alternative methods are available for 5 disbursement of the funds of a settlement of a minor. See CAL. PROB. CODE §§ 3600 et. 6 seq. Here, guardian ad litem DaMetrious Harville requests that A.C.'s and A.P.'s net 7 settlements be deposited in insured accounts, subject to withdrawal only upon authorization 8 of the Court (i.e., a "blocked account"). ECF Nos. 15, 16. Specifically, Mr. Harville 9 proposes that the balance of A.C.'s settlement profits will be placed in a blocked account 10 set up in A.C.'s name at an approved financial institution, with disbursements to be made 11 when A.C. turns eighteen years of age; and, likewise, the balance of A.P.'s settlement 12 profits will be placed in a blocked account set up in A.P.'s name at an approved financial 13 institution, with disbursements to be made when A.P. turns eighteen years of age. ECF

14 No. 18-1 at 4; ECF No. 18-3 at 4. This procedure for disposition of the funds—placing 15 them in a financial institution subject to withdrawal only by Court order—is consistent 16 with Section 3611(b) of the California Probate Code, which authorizes the court, if it is in 17 the best interests of the minor, to order the settlement funds to be deposited "in an insured 18 account in a financial institution in this state ... subject to withdrawal only upon the 19 authorization of the court[.]" CAL. PROB. CODE § 3611(b). Thus, the terms of the proposed 20 blocked account adequately protect A.C.'s and A.P.'s interests by providing that no 21 withdrawal of A.C.'s or A.P.'s net settlement proceeds may be made from the account 22 absent a court order¹ until each minor reaches the age of majority. 23 The Court finds that the guardian ad litem's proposed methods of disbursement of 24 each Minor Claimant's net settlement proceeds are fair, reasonable, and within the bounds 25 26 27 1 Plaintiffs note that they may seek a court order to withdraw a portion of the funds for "an emergency relating to the minors' future medical expenses, education, allocation for career 28 1 of applicable law. Accordingly, the undersigned will recommend that the Court approve 2 the proposed distribution of each minor's net settlement proceeds set forth in the petition. 3 c. Attorney Fees and Costs 4 Attorney fees and costs are typically controlled by statute, local rule, or local custom. 5 Fees in minors' cases have historically been limited to 25% of the gross recovery. *R.N. v. 6 United States*, No. 3:17-cv-1583-L-BGS, 2019 WL 6724338, at *3 (S.D. Cal. Dec. 11, 7 2019); see, e.g., *L.P. v. Bella Mente Montessori Acad.*, 3:23-cv-01166-LL-AHG, 2023 WL 8 4908833, at *5 (S.D. Cal. Aug. 1, 2023) (collecting cases). In California, courts are 9 required to approve the attorney fees to be paid for representation of a minor. See CAL. 10 PROB. CODE § 2601; Cal. Rule of Ct. 7.955.2 In instances where a contingency fee has been 11 proposed, "most courts require a showing of good

cause to award more than 25% of any 12 recovery” whereas a greater reward is “rare and justified only when counsel proves that he 13 or she provided extraordinary services.” *Schwall v. Meadow Wood Apts.*, No. CIV-S-07- 14 0014-LKK, 2008 WL 552432, at *1–*2 (E.D. Cal. Feb. 27, 2008) (internal quotation marks 15 omitted). 16 Plaintiffs’ counsel seeks in attorney fees from the proceeds of each 17 Minor Plaintiff’s settlement. ECF No. 18-1 at 5; ECF No. 18-3 at 4–5. This amount is 25% 18 of each minor’s gross settlement amount of . No other costs will be deducted 19 from either Minor Plaintiff’s settlement proceeds. *Id.* Because the fees meet the historic 20 cap of 25%, the Court finds the fee is presumptively reasonable. The Court also finds that 21 Plaintiffs’ proposal that hard costs be deducted only from Plaintiff Sharron Harville’s 22 settlement is fair and reasonable and further bolsters a finding that the proposed settlement 23 is in Minor Plaintiffs’ best interests. Therefore, the Court finds the request for attorney fees 24 25 26 2 Similarly, San Diego Superior Court Civil Rule 2.4.6.2 states that, regarding a minor’s compromise, “the court will determine the amount of costs, expenses, and attorney’s fees 27 to be allowed from the proceeds of the settlement. Absent extraordinary circumstances, 28 attorney’s fees will not exceed 25% of the gross proceeds of the settlement.” 1 the amount of J from each Minor Plaintiffs settlement amount of yyy 2 ||is reasonable and does not suggest that the settlement is unfair.

3 Vv. CONCLUSION

4 For the reasons discussed above, IT IS HEREBY RECOMMENDED that the 5 || District Court issue an Order: 6 (1) adopting this Report and Recommendation; 7 (2) GRANTING the Petition for Approval of Compromise of Minor’s Claim 8 to A.C. (ECF No. 15); and 9 (3) GRANTING the Petition for Approval of Compromise of Minor’s Claims 10 to A.P. (ECF No. 16). 11 IT IS ORDERED that, pursuant to 28 U.S.C. § 636(b)(1)(C), any party to this action 12 ||may file written objections with the Court and serve a copy on all parties no later than 13 ||December_26, 2025. The document should be captions “Objections to Report and 14 || Recommendation.” If objections are filed, any reply is due by January 2, 2026. 15 Although the federal statutory scheme provides for a 14-day objections period to a 16 || Magistrate Judge’s Report and Recommendation, the undersigned notes that the Petition 17 this case is unopposed. See ECF No. 20. Therefore, if all parties wish to waive the 18 || objections period, they should file a joint stipulation to that effect immediately, to 19 || allow the Court to adopt this Report and Recommendation without further delay. However, 20 ||there shall be no adverse consequences to any party who files objections or otherwise 21 || chooses not to waive the objections period. 22 IT IS SO ORDERED. 23 Dated: December 12, 2025 pion H. 24 Honorable Allison H. Goddard 5 United States Magistrate Judge 26 27 28