

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
CALIFORNIA

M.M., a minor, by and through his Guardian Ad Litem, Minhaj
Muneer v. SeaWorld Parks & Entertainment, Inc., et al.

Muneer · No. 24cv529-W (MSB) · Decided December 22, 2025

SUMMARY

The United States District Court for the Southern District of California recommends granting the parties’ joint motion to approve a minor’s compromise in a personal injury action arising from an incident at SeaWorld. The proposed settlement provides a gross recovery of \$15,000, with \$5,000 allocated to a medical lien and \$10,000 as the minor plaintiff’s net recovery; counsel waived attorney’s fees and costs. The court finds the settlement fair, reasonable, and in the minor’s best interests, and approves disbursement by a check payable to the minor’s guardian ad litem.

CASE DETAILS

COURT	United States District Court for the Southern District of California
WRITING FOR THE COURT	Michael S. Berg
JURISDICTION	United States District Court for the Southern District of California
DECIDED	December 22, 2025
DOCKET	24cv529-W (MSB)
DISPOSITION	remanded
PROCEDURAL POSTURE	Report and recommendation on the parties' joint motion for approval of a minor's compromise in a removed personal-injury action.
STANDARD OF REVIEW	The court independently reviewed the proposed compromise to determine whether it was fair, reasonable, and in the best interests of the minor, applying California law because the claims arose solely under California law.
PRECEDENTIAL VALUE	nonprecedential

TOPICS

- probate procedure
- personal injury
- premises liability
- civil procedure
- remedies

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the proposed \$15,000 settlement of the minor's California negligence and premises-liability claims was fair, reasonable, and in the minor's best interests.
2. Whether the proposed payment and disbursement of the settlement funds complied with the California Probate Code.
3. Whether attorney's fees and costs required separate reasonableness review when minor Plaintiff's counsel waived them.

HOLDINGS

1. The proposed settlement was fair, reasonable, and in Minor Plaintiff's best interests and should be approved.
2. No separate reasonableness determination regarding attorney's fees and costs was required because Minor Plaintiff's counsel waived all fees and costs.
3. The settlement funds could be disbursed by a single \$15,000 check payable to Minhaj Muneer as guardian ad litem for Minor Plaintiff.

KEY QUOTATIONS

"No action by or on behalf of a minor . . . , or in which a minor . . . has an interest, will be settled, compromised, voluntarily discontinued, dismissed[,] or terminated without court order or judgment." (at 3)

"So long as the net recovery to each minor plaintiff is fair and reasonable in light of their claims and average recovery in similar cases." (at 4)

"The settlement is fair, reasonable, and in Minor Plaintiff's best interests." (at 7)

FACTUAL BACKGROUND

On December 26, 2021, Minor Plaintiff and his family were invitees at Sea World in San Diego, California. An unidentified patron allegedly fell onto Minor Plaintiff in a poorly lit and overcrowded area, causing a femur fracture that required hospital treatment, closed manipulation, casting, follow-up imaging, and rehabilitation. The fracture healed in good alignment, and counsel represented that Minor Plaintiff had no permanent injuries and was expected to do well. The settlement provided a gross recovery of \$15,000, reduced by a \$5,000 contractual lien, with counsel waiving attorney's fees and costs, resulting in a \$10,000 net recovery.

PROCEDURAL HISTORY

Minor Plaintiff filed California-law claims for negligence and premises liability in the Superior Court of California, County of San Diego, on December 21, 2023. Defendant removed the action to the Southern District of California on March 20, 2024. After the parties conditionally settled and the Court required supplemental briefing, the parties filed a joint motion seeking approval of a \$15,000 minor's compromise. The magistrate judge recommended that the district judge adopt the report and recommendation and grant the motion.

DISPOSITION

remanded

REMAND INSTRUCTIONS

The magistrate judge recommended that the district judge adopt the Report and Recommendation and grant the Joint Motion for Approval of Minor's Compromise. Parties could file objections by January 6, 2026, with replies due by January 20, 2026.

CASES CITED

- Robidoux v. Rosengren, 638 F.3d 1177, 1179, 1181-82 (9th Cir. 2011)
- Dacanay v. Mendoza, 573 F.2d 1075, 1078, 1080 (9th Cir. 1978)
- Salmeron v. United States, 724 F.2d 1357, 1363 (9th Cir. 1984)
- DeRuyver v. Omni La Costa Resort & Spa, LLC, No. 17-cv-0516-H-AGS, 2020 WL 563551, at *2 (S.D. Cal. Feb. 4, 2020)
- J.T. v. Tehachapi Unified Sch. Dist., No. 16-cv-01492-DAD-JLT, 2019 WL 954783, at *2 (E.D. Cal. Feb. 27, 2019)
- A.M.L. v. Cernaianu, LA CV12-06082 JAK (RZx), 2014 WL 12588992, at *3 (C.D. Cal. Apr. 1, 2014)
- Anderson v. Latimer, 166 Cal. App. 3d 667, 676 (1985)
- Pearson v. Superior Ct., 202 Cal. App. 4th 1333, 1340 (2012)
- Goldberg v. Superior Ct., 23 Cal. App. 4th 1378
- T.P. v. United States, No. 10-cv-0295-AJB-RBB, 2011 U.S. Dist. LEXIS 110897, at *2-3, *6 (S.D. Cal. Sept. 28, 2011)
- J.D. v. Costco Wholesale Corp., No. 22-cv-1124-RBM-BLM, 2022 WL 17176833, at *1-2 (S.D. Cal. Nov. 22, 2022)
- Alsammarraie v. United States, No. 24-cv-2059-MMA-BLM, 2025 WL 855289, at *4 (S.D. Cal. Mar. 19, 2025)
- Castro v. United States, No. 19-cv-02240-AJB-JLB, 2022 WL 594545, at *4 (S.D. Cal. Feb. 28, 2022)
- K.A.K. v. Kohl's Dep't Stores, Inc., No. 19-cv-3276-RSWL-JPRx, 2021 WL 2376931, at *3 (C.D. Cal. Feb. 5, 2021)
- Motlagh v. Macy's Corp. Servs., Inc., No. 19-cv-00042-JLB, 2020 WL 7385836, at *5 (S.D. Cal. Dec. 16, 2020)
- M.M. v. United States, No. 14-cv-2854-BAS-NLS, 2015 WL 3417906 (S.D. Cal. May 1, 2015)
- Martinez v. Yist, 951 F.2d 1153, 1157 (9th Cir. 1991)

OPINION

Muneer

PER CURIAM.

2 3 4 5 6 7

8 UNITED STATES DISTRICT COURT

9 SOUTHERN DISTRICT OF CALIFORNIA

10 11 M.M., a minor, by and through his Case No.: 24cv529-W (MSB) Guardian Ad Litem,
12 MINHAJ MUNEER,

REPORT AND RECOMMENDATION FOR

Plaintiff,

13 ORDER GRANTING JOINT MOTION FOR

v. APPROVAL OF MINOR'S COMPROMISE

14

[ECF NO. 38]

SEAWORLD PARKS & ENTERTAINMENT,

15 INC., et al., 16 Defendants. 17 18 19 Now pending before the Court is the parties' Joint Motion
for Approval of Minor's 20 Compromise, filed on November 3, 2025. (See ECF No. 38 ("Joint
Mot.")) This Report 21 and Recommendation is submitted to the Honorable Thomas J. Whelan,
United States 22 District Judge, pursuant to 28 U.S.C. § 636(b)(1) and Civil Local Rule 17.1(a) of
the United 23 States District Court for the Southern District of California. Having reviewed the
Joint 24 Motion, and for the reasons set forth below, the Court RECOMMENDS that the District
25 Judge GRANT the Joint Motion. 26 / / 27 / / 2 A. Factual Background 3 This is a personal
injury action brought by Minhaj Muneer¹ on behalf of his minor 4 child, M.M. ("Minor
Plaintiff"), against Sea World LLC, erroneously sued as Seaworld 5 Parks & Entertainment, Inc.
("Defendant"). (See generally ECF No. 1-2 at 2–15.) 6 According to Minor Plaintiff's Complaint,
on or about December 26, 2021, Minor 7 Plaintiff and his family were invitees on the premises
owned by Sea World LLC, located 8 at 500 Sea World Drive, San Diego, California, 92109 ("Sea
World"). (See *id.* at 6.) 9 Minor Plaintiff alleges that, while he and his family were walking toward
a show, "the 10 lighting conditions within the subject premises were inadequate" and "the area
was 11 poorly lit and overcrowded." (*Id.*) Suddenly, an unidentified patron fell directly onto 12
Minor Plaintiff, resulting in "severe injury and pain." (*Id.*) 13 Minor Plaintiff received medical
attention initially at Sea World and subsequently 14 at Rady Children's Hospital. (Joint Mot. at 3.)
At Sea World, Minor Plaintiff complained 15 of "left femur pain caused after a man tripped over
him and accidentally 'stepped on his 16 knee.'" (*Id.*) Minor Plaintiff's femur was swollen, and his
parents were advised to take 17 him to the hospital. (*Id.*) That same night, Minor Plaintiff was
admitted to Rady 18 Children's Hospital for a closed manipulation of a femur fracture. (*Id.*)
Following a 19 successful procedure, Minor Plaintiff was placed in a single leg spica cast, and he
was 20 discharged the next day. (*Id.*) During Minor Plaintiff's recovery, he experienced 21
"restricted mobility and reliance on caregivers for basic daily activities." (See ECF No. 30 22 at 7–
8.) Minor Plaintiff submitted to regular follow-up evaluations and imaging studies 23 to ensure
proper alignment and healing of his femur. (*Id.* at 8.) 24 On April 11, 2022, the cast was removed,
and X-rays indicated that the fracture 25 healed in good alignment. (Joint Mot. at 3.) On July 28,

2022, supplemental X-rays 26 27 2 challenges, including stiffness, weakness, and limited mobility in the left leg,” Minor 3 Plaintiff began to participate in a rehabilitation program. (ECF No. 30 at 8.) According 4 to Neil Ghodadra, M.D., Minor Plaintiff’s future care is likely to include follow-up 5 orthopedic visits, X-rays, CT scans, and physical therapy to monitor the condition of the 6 affected femur. (Id. at 9.) However, Minor Plaintiff has no permanent injuries, and 7 Minor Plaintiff is “expected to do well going forward.” (Joint Mot. at 3.) 8 As a result of the incident, Minor Plaintiff incurred medical expenses totaling 9 \$8,534.87 before any reductions. (See id. at 4.) Minor Plaintiff’s total medical expenses 10 were subsequently reduced to \$5,000.00. (Id.) Minor Plaintiff’s counsel has waived all 11 attorney’s fees and costs. (Id.) 12 B. Procedural History 13 On December 21, 2023, Minor Plaintiff commenced this action by filing a 14 Complaint against Defendant in the Superior Court of California, County of San Diego. 15 (See generally ECF No. 1-2 at 2–15.) Minor Plaintiff asserted separate causes of action 16 for general negligence and premises liability under California law, alleging that 17 Defendant “knew, or should have known in the exercise of reasonable care, that the 18 lighting conditions and overcrowding” at Sea World constituted a dangerous condition. 19 (Id. at 6–7.) Minor Plaintiff further alleged that Defendant’s negligence was the actual 20 and proximate cause of Minor Plaintiff’s injuries. (See id. at 6.) Minor Plaintiff filed a 21 Statement of Damages seeking general damages in excess of \$1 million and special 22 damages in excess of \$1 million. (See id. at 14–15.) On March 20, 2024, Defendant 23 removed the case to this Court [ECF No. 1] and concurrently filed an Answer to Minor 24 Plaintiff’s Complaint [ECF No. 2]. On May 20, 2024, this Court held an Early Neutral 25 Evaluation and Case Management Conference [ECF No. 8] and issued a Scheduling Order 26 Regulating Discovery and Other Pre-Trial Proceedings [ECF No. 9]. On April 24, 2025, the 27 parties filed a Joint Notice of Conditional Settlement, informing the Court that the 2 Court ordered the parties to file supplemental briefing in support of the settlement. 3 (ECF No. 29.) On June 12, 2025, Minor Plaintiff’s counsel timely filed a Supplemental 4 Brief. (ECF No. 30 (“Suppl. Br.”).) On November 3, 2025, after the Court granted various 5 extensions to re-file their Joint Motion for Approval of Minor’s Compromise [see ECF 6 Nos. 34, 37], the parties filed the instant Joint Motion.

7 C. Settlement Terms 8 As set forth in the parties’ original Joint Motion for Approval of Minor’s 9 Compromise (“Original Joint Motion”), the total settlement amount was \$15,000.00, 10 with Minor Plaintiff to receive \$0.00 and Minor Plaintiff’s counsel to receive \$15,000.00. 11 (See ECF No. 28 at 4.) The Original Joint Motion states that Plaintiff incurred litigation 12 costs totaling \$22,635.17, and thus, the settlement funds payable to Minor Plaintiff 13 would be \$0.00. (Id.) The parties argued this settlement was “fair, reasonable, and in 14 the best interest of [Minor] Plaintiff because his ability to prove negligence or premises 15 liability is remote since he has not provided any indisputable evidence to support his 16 claims against Defendant.” (Id.) The parties further argued that “settling the case now 17 protects [Minor] Plaintiff from the risk of becoming obligated to pay defense costs post- 18 trial in the event the jury does not return a verdict in his

favor.” (Id. at 4–5.) 19 Based on the limited information provided in the Original Joint Motion, the Court 20 indicated it was unable to approve the Original Joint Motion and ordered the parties to 21 submit supplemental briefing. (See ECF No. 29 at 1–2.) According to both the 22 Supplemental Brief and the Joint Motion, Plaintiff’s counsel has waived all attorney’s 23 fees and costs. (See Suppl. Br. at 11; see also Joint Mot. at 4.) Thus, the settlement 24 funds payable to Minor Plaintiff are \$15,000.00, to be made in the form of a single check 25 for the lump sum of \$15,000.00, made payable to “Downtown LA Law Group, LLP, and 26 Petitioner.” (Joint Mot. at 6.) Minor Plaintiff’s counsel argues this settlement is fair and 27 reasonable “[g]iven the evidentiary challenges, the contested liability, and the risk of 2 creating an unreasonably dangerous condition that contributed to the incident.” (Id.) 3 Defendant, however, disputed liability and insisted that the incident was caused by the 4 unforeseeable actions of an unidentified patron and further alleged that Minhaj Muneer 5 was contributorily negligent. (Id.) In light of these challenges, Minor Plaintiff’s counsel 6 attests that the \$15,000 settlement is “a fair and reasonable resolution that avoids the 7 uncertainty of trial.” (Id.)

8 II. LEGAL STANDARD

9 Civil Local Rule 17.1 of the United States District Court for the Southern District of 10 California governs settlements in “action[s] by or on behalf of a minor.” See CivLR 11 17.1(a). Civil Local Rule 17.1 provides that, “[n]o action by or on behalf of a minor . . . , 12 or in which a minor . . . has an interest, will be settled, compromised, voluntarily 13 discontinued, dismissed[,] or terminated without court order or judgment.” Id. Civil 14 Local Rule 17.1 further mandates that “[a]ll settlements and compromises must be 15 reviewed by a magistrate judge before any order of approval will issue.” Id. This rule 16 codifies the district courts’ “special duty to safeguard the interests of minor plaintiffs” in 17 the context of civil settlements. See *Robidoux v. Rosengren*, 638 F.3d 1177, 1179 (9th

18 Cir. 2011); see also Fed. R. Civ. P. 17(c). The Ninth Circuit has held that this special duty 19 obliges the district court “to ‘conduct its own inquiry to determine whether the 20 settlement serves the best interest of the minor.’” *Robidoux*, 638 F.3d at 1181 (quoting 21 *Dacanay v. Mendoza*, 573 F.2d 1075, 1080 (9th Cir. 1978)); *Salmeron v. United States*, 22 724 F.2d 1357, 1363 (9th Cir. 1983) (“[A district] court must independently investigate 23 and evaluate any compromise or settlement of a minor’s claims to assure itself that the 24 minor’s interests are protected . . . , even if the settlement has been recommended or 25 negotiated by the minor’s parent or guardian ad litem.”) (citation modified). 26 A district court reviewing the settlement of a minor plaintiff’s claim should “limit 27 the scope of [its] review to the question whether the net amount distributed to each 2 82. Furthermore, “[a] district court should evaluate the fairness of each minor plaintiff’s 3 net recovery without regard to the proportion of the total settlement value designated 4 for adult co-plaintiffs or plaintiffs’ counsel” because the district court has no special duty 5 to safeguard their interests. Id. at 1182 (citing *Dacanay*, 573 F.2d at 1078). A district 6 court should approve the settlement, as proposed by the parties, “[s]o long as the net 7 recovery to each

minor plaintiff is fair and reasonable in light of their claims and average 8 recovery in similar cases.” Robidoux, 638 F.3d at 1182. 9 The Ninth Circuit expressly limited its holding in Robidoux to “cases involving the 10 settlement of a minor’s federal claims.” See *id.* at 1179 n. 2 (emphasis added). When a 11 settlement involves a minor’s state claims, the district courts have generally applied 12 state law in lieu of the Robidoux framework. See, e.g., *DeRuyver v. Omni La Costa 13 Resort & Spa, LLC*, No. 17-cv-0516-H-AGS, 2020 WL 563551, at *2 (S.D. Cal. Feb. 4, 14 2020); *J.T. v. Tehachapi Unified Sch. Dist.*, No. 16-cv-01492-DAD-JLT, 2019 WL 954783, at 15 *2 (E.D. Cal. Feb. 27, 2019); *A.M.L. v. Cernaianu*, LA CV12-06082 JAK (RZx), 2014 WL 16 12588992, at *3 (C.D. Cal. Apr. 1, 2014). Because Minor Plaintiff’s general negligence 17 and premises liability claims are brought solely under California law, the Court will 18 review the settlement under the state law standard, which focuses on “the best 19 interests of the minor.” See *Anderson v. Latimer*, 166 Cal. App. 3d 667, 676 (1985); see 20 also *Pearson v. Superior Ct.*, 202 Cal. App. 4th 1333, 1340 (2012) (explaining that 21 requiring court approval “allows the guardians of a minor to effectively negotiate a 22 settlement while at the same time protect[ing] the minor’s interest”). The California 23 Probate Code provides the applicable statutory scheme for settlements involving 24 minors. See generally Cal. Prob. Code. §§ 3600–3616. Under the relevant provisions of 25 the California Probate Code, courts have broad discretion “to authorize payment from 26 the settlement—to say who and what will be paid from the minor’s money—as well as 27 direct certain individuals to pay it.” *Goldberg v. Superior Ct.*, 23 Cal. App. 4th 1378, 2 reasonable.” See Robidoux, 638 F.3d at 1181.

3 III. DISCUSSION

4 A. The Settlement is Fair, Reasonable, and in Minor Plaintiff’s Best Interests 5 Based on the Court’s review of the record, the Supplemental Brief, the Joint 6 Motion, and applicable state and federal law, the Court finds that the terms of the 7 settlement are fair, reasonable, and in Minor Plaintiff’s best interests. As previously 8 noted, Minor Plaintiff’s counsel has waived all attorney’s fees and costs. (See Suppl. Br. 9 at 11; see also Joint Mot. at 4–5.) After accounting for the \$5,000.00 contractual lien, 10 Minor Plaintiff’s net recovery will be \$10,000.00. (Joint Mot. at 4.) The settlement, as 11 proposed, is in Minor Plaintiff’s best interests because it eliminates the cost, risk, and 12 time commitment of pursuing Minor Plaintiff’s case to trial. Additionally, the settlement 13 is fair and reasonable considering Minor Plaintiff has paid minimal out-of-pocket 14 medical expenses (only \$250.00 out of \$8,534.87 in total medical expenses). (See ECF 15 No. 28 at 3; see also Joint Mot. at 4.) The record indicates Minor Plaintiff can expect 16 future medical care in the form of follow-up orthopedic visits, imaging studies, and 17 physical therapy but does not provide an estimate for future medical expenses. (See 18 Suppl. Br. at 9.) 19 Although the Joint Motion and the Supplemental Brief neglect to discuss recovery 20 in similar cases, the Court has performed its own independent review of cases involving 21 similar facts and finds that the settlement of Minor Plaintiff’s claims is consistent with 22 minors’ compromises approved in similar cases. For example, this Court held that a net 23 recovery of \$8,713.76 was

fair and reasonable for a minor who sustained a closed fracture of the tibia and fibula of the left leg after being struck by a van while riding a bicycle. See *T.P. v. United States*, No. 10-cv-0295-AJB-RBB, 2011 U.S. Dist. LEXIS 110897, 26 at *6 (S.D. Cal. Sept. 28, 2011). In *T.P.*, the minor suffered a closed fracture of the left leg, wore a cast for seven weeks, and experienced continued weakness. *Id.* at *2–3. In 2 minor was seated in the cart. See *J.D. v. Costco Wholesale Corp.*, No. 22-cv-1124-RBM- 3 BLM, 2022 WL 17176833, at *1–2 (S.D. Cal. Nov. 22, 2022), report and recommendation 4 adopted, 2022 WL 17547785 (S.D. Cal. Dec. 9, 2022). Here, like in *J.D.*, Minor Plaintiff 5 sustained a fractured femur, wore a cast for approximately two months, and reported 6 weakness post-recovery. (See Suppl. Br. at 7–8.) However, Minor Plaintiff’s counsel 7 represents that Minor Plaintiff “has recovered from the effects of the injuries.” (Joint 8 Mot. at 3.)

9 Minor Plaintiff’s net recovery of \$10,000.00 is comparable to typical recoveries 10 obtained by minors in personal injury actions. See, e.g., *Alsammarraie v. United States*, 11 No. 24-cv-2059-MMA-BLM, 2025 WL 855289, at *4 (S.D. Cal. Mar. 19, 2025) (finding fair 12 and reasonable a net recovery of \$8,576.41 for a minor who suffered knee, back, and 13 neck pain after a car accident); *Castro v. United States*, No. 19-cv-02240-AJB-JLB, 2022 14 WL 594545, at *4 (S.D. Cal. Feb. 28, 2022), report and recommendation adopted, 2022 15 WL 959649 (S.D. Cal. Mar. 30, 2022) (approving net recoveries of \$13,241.67, 16 \$13,522.98, and \$12,630.46 for minors who suffered temporary back and neck pain, 17 headaches, and mild concussions after a car accident); *K.A.K. v. Kohl’s Dep’t Stores, Inc.*, 18 No. 19-cv-3276-RSWL-JPRx, 2021 WL 2376931, at *3 (C.D. Cal. Feb. 5, 2021) (finding fair 19 and reasonable a net recovery of \$11,835.93 for a minor who sustained facial injuries 20 after being struck by a plastic sale sign); *Motlagh v. Macy’s Corp. Servs., Inc.*, No. 19-cv- 21 00042-JLB, 2020 WL 7385836, at *5 (S.D. Cal. Dec. 16, 2020) (finding fair and reasonable 22 a net recovery of \$6,952.19 for a minor who sustained injuries including lacerations, 23 abrasions, and contusions after falling on an escalator in a department store); *M.M. v. 24 United States*, No. 14-cv-2854-BAS-NLS, 2015 WL 3417906 (S.D. Cal. May 1, 2015) 25 (finding fair and reasonable a net recovery of \$13,902.15 for a minor who sustained a 26 gash on her forehead after tripping and falling into a window sill with sharp edges at a 27 daycare facility). 2 with recoveries in similar personal injury actions. The settlement allows recovery for 3 Minor Plaintiff and eliminates the costs and risks of trial. Thus, the Court finds that the 4 net recovery of \$10,000.00 is fair, reasonable, and in Minor Plaintiff’s best interests. 5 B. Attorney’s Fees and Costs 6 The California Probate Code provides that expenses—including attorney’s fees 7 and costs—to be paid out of a settlement in which a minor has an interest must be 8 approved by the court. See Cal. Prob. Code §§ 3600–01. Here, Minor Plaintiff’s counsel 9 has waived all attorney’s fees and costs. (Suppl. Br. at 11; Joint Mot. at 4.) Therefore, 10 the Court need not consider whether counsel’s attorney’s fees and costs are reasonable. 11 C. Disbursement of Settlement Funds 12 Under the California Probate Code, courts can approve a variety of methods for 13 the disbursement of settlement funds. See

Cal. Prob. Code. §§ 3600–3616. Here, the 14 Joint Motion proposes the disbursement of settlement funds as follows: “Payment shall 15 be made in the form of a single check for the lump sum of \$15,000.00, made payable to 16 ‘Downtown LA Law Group, LLP, and Petitioner.’” (Joint Mot. at 6.) The California 17 Probate Code provides that “all or any part of the money and other property [may] be 18 transferred to a custodian for the benefit of the minor.” Cal. Prob. Code § 3611(f). 19 Accordingly, the Court approves of the disbursement of settlement funds in the form of 20 a single check for the lump sum of \$15,000.00, made payable to Minhaj Muneer as 21 guardian ad litem for Minor Plaintiff.

22 IV. CONCLUSION

23 For the reasons set forth above, the Court finds the settlement to be a fair and 24 reasonable resolution of this case in the best interests of Minor Plaintiff, under both 25 state and federal law. IT IS HEREBY RECOMMENDED that the District Judge issue an 26 Order (1) ADOPTING this Report and Recommendation and (2) GRANTING the Joint 27 Motion for Approval of Minor’s Compromise [ECF No. 38]. 1 Any party may file written objections with the District Court and serve a copy on 2 |all parties on or before January 6, 2026. The document should be captioned 3 || “Objections to Report and Recommendation.” Any reply to the objections shall be 4 served and filed on or before January 20, 2026. The parties are advised that failure to 5 || file objections within the specified time may waive the right to appeal the District 6 ||Court’s order. See *Martinez v. Yist*, 951 F.2d 1153, 1157 (9th Cir. 1991). 7 IT IS SO ORDERED. 8 || Dated: December 22, 2025 _ = _ 2 FA 10 Honorable Michael S. Berg United States Magistrate Judge 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28