

NOT FOR PUBLICATION

FILED

UNITED STATES COURT OF APPEALS

MAR 25 2021

FOR THE NINTH CIRCUIT

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

THOMAS BODNAR,

Plaintiff-Appellant,

v.

COUNTY OF RIVERSIDE, Sheriffs
Department; et al.,

Defendants-Appellees,

and

GEMENDE, Sergeant; et al.,

Defendants.

No. 20-55496

D.C. No. 5:17-cv-01463-DSF-PLA

MEMORANDUM*

Appeal from the United States District Court
for the Central District of California
Dale S. Fischer, District Judge, Presiding

Submitted March 16, 2021**

Before: GRABER, R. NELSON, and HUNSAKER, Circuit Judges.

Thomas Bodnar appeals pro se from the district court's order denying his

* This disposition is not appropriate for publication and is not precedent except as provided by Ninth Circuit Rule 36-3.

** The panel unanimously concludes this case is suitable for decision without oral argument. *See* Fed. R. App. P. 34(a)(2).

post-judgment motion to reopen the case to add a cause of action for breach of an oral settlement agreement. We have jurisdiction under 28 U.S.C. § 1291. We review for abuse of discretion. *Weeks v. Bayer*, 246 F.3d 1231, 1234 (9th Cir. 2001). We affirm.

The district court did not abuse its discretion in denying Bodnar's motion to reopen his case because Bodnar failed to show that the parties entered into an oral settlement agreement separate from the written settlement agreement. *See Golden v. Cal. Emergency Physicians Med. Grp.*, 782 F.3d 1083, 1089 (9th Cir. 2015) (construction and enforcement of a settlement agreement is governed by local law of contract interpretation); *Banner Entm't, Inc. v. Superior Court (Alchemy Filmworks, Inc.)*, 72 Cal. Rptr. 2d 598, 603 (Ct. App. 1998) ("California law is clear that there is no contract until there has been a meeting of the minds on all material points."); *see also* Cal. Civ. Code § 1550 (setting forth essential elements to the existence of a contract under California law).

AFFIRMED.