

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NATHAN GUERRIERO,)	CASE NO. ED CV 15-1655-JFW (PJW)
)	
Plaintiff,)	ORDER DISMISSING CASE WITH
)	PREJUDICE
v.)	
)	
THE PRESIDENT AND CEO OF CR&R)	
INCORPORATED, et al.,)	
)	
Defendants.)	
)	
)	

On October 25, 2016, Plaintiff Nathan Guerriero and Defendants County of Riverside, Riverside County Board of Supervisors, Kevin Jeffries, John Tavaglione, Chuck Washington, John Benoit, and Marion Ashley's (hereinafter the "Riverside Defendants") took part in a mediation before Steven C. Geeting, a volunteer panel mediator for the United States District Court for the Central District of California. The parties ultimately agreed to settle the case and Plaintiff signed a Settlement Agreement and Release. (Doc. No. 38 at 8.)

On or about November 7, 2016, Defendants' counsel met with Plaintiff in order to have Plaintiff sign a stipulation for dismissal. (Doc. No. 38 at 2.) Plaintiff refused, explaining to counsel that he would not agree to dismiss the lawsuit because the County was "out to

1 get him." (*Id.*) Thereafter, Defendants' counsel contacted the
2 mediator for his assistance in obtaining Plaintiff's signature on the
3 Stipulation for Dismissal. (*Id.* at 3.) The mediator informed
4 Defendants' counsel that he, too, was unable to convince Plaintiff to
5 sign the dismissal. (*Id.*)

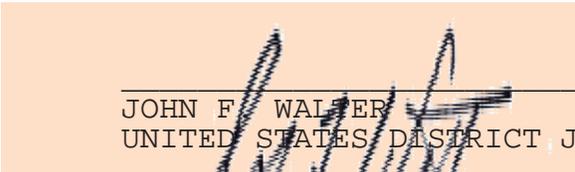
6 On February 10, 2017, the magistrate judge held a telephonic
7 hearing with Plaintiff and Defendants' counsel to discuss the
8 dismissal form. Plaintiff told the magistrate judge that he would not
9 dismiss the case because he believed that the mediator, Mr. Geeting,
10 was working for the Defendants when he conducted the mediation. (Doc.
11 No. 40.) In light of this allegation, the magistrate judge held an
12 evidentiary hearing on February 16, 2017. (*Id.*) Mr. Geeting appeared
13 and explained on the record to the magistrate judge and Plaintiff that
14 he was an independent mediator and was not working on behalf of the
15 City or County of Riverside or any of the individual Defendants when
16 he conducted the mediation in this case. The magistrate judge
17 accepted these representations. (Doc. No. 43.)

18 Based on this record, the Court finds that Plaintiff and
19 Defendant entered into a binding settlement agreement and signed a
20 written settlement agreement reflecting that agreement, which is
21 enforceable. See *Callie v. Near*, 829 F.2d 888, 890 (9th Cir. 1987);
22 see also *Mid-South Towing Co. v. Har-Win, Inc.*, 733 F.2d 386, 389 (5th
23 Cir. 1984); *Qzyagcilar v. Davis*, 701 F.2d 306, 308 (4th Cir. 1983);
24 *Autera v. Robinson*, 419 F.2d 1197, 1200 (D.C. Cir. 1969). Consistent
25 with that binding settlement agreement, the Court hereby orders the
26 case dismissed with prejudice. See *Doi v. Halekulani Corp.*, 276 F.3d
27 1131, 1141 (9th Cir. 2002) ("At a time where the resources of the
28 federal judiciary, and this Circuit especially, are strained to the

1 breaking point, we cannot countenance a plaintiff's agreeing to settle
2 a case in open court, then subsequently disavowing the settlement when
3 it suits her.")

4 IT IS SO ORDERED.

5 DATED: March 6, 2017

6
7
8 
9
10
11
12
13 JOHN F. WALTER
14 UNITED STATES DISTRICT JUDGE

15 Presented by:

16 
17
18
19
20
21
22
23
24
25
26
27
28
Patrick J. Walsh
UNITED STATES MAGISTRATE JUDGE