

1 Before this Court is Plaintiff's motion for post-judgment interest, costs and fees.
2 (ECF No. 141.) Defendant filed an opposition to the motion on January 27, 2014. (ECF
3 No. 142.) The time to file reply documents has passed and none were filed. This matter
4 is deemed submitted.

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6 Plaintiff entered into a settlement agreement with Defendant, in which he gave up
7 his rights to pursue post-judgment interest, costs, and fees. (Settlement Agreement, ECF
8 No. 143.) The agreement states, "Unless expressly stated otherwise, no interest shall be
9 paid on the settlement amount." (Settlement Agreement at 2, ¶ III.4.) It then goes on to
10 provide that, other than the settlement amount, "[n]o other monetary sum will be paid to
11 Plaintiff" and "[e]ach party shall bear its own costs and attorney's fees." (Settlement
12 Agreement at 2, ¶ III.5-6.) Thus, the settlement agreement expressly rules out any
13 interest, costs, or fees being paid.

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15 Generally, "the construction and enforcement of settlement agreements are
16 governed by principles of local law which apply to interpretation of contracts generally."
17 O'Neil v. Bunge Corp., 365 F.3d 820, 822 (9th Cir. 2004) (quoting United Commercial
18 Ins. Serv., Inc. v. Paymaster Corp., 962 F.2d 853, 856 (9th Cir. 1992)). Under California
19 law, "[t]he fundamental goal of contract interpretation is to give effect to the mutual intent
20 of the parties as it existed at the time of contracting." Skilstaf, Inc. v. CVS Caremark
21 Corp., 669 F.3d 1005, 1014-15 (9th Cir. 2012) (quoting Miller v. Glenn Miller Prods., Inc.,
22 454 F.3d 975, 989 (9th Cir. 2006) (per curiam)). Here, the parties' mutual intent to forego
23 any rights to interest, costs, and fees is plain on the face of the settlement agreement.

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25 Under the terms of the settlement agreement he entered into, Plaintiff is unable to
26 recover post-judgment interest, costs, or fees from Defendant. Accordingly, Plaintiff's
27 motion for same is hereby DENIED.
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IT IS SO ORDERED.

Dated: June 27, 2014

/s/ Michael J. Seng
UNITED STATES MAGISTRATE JUDGE