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**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

MICHAEL CARTER,

Plaintiff,

v.

J. UHLIK, et al.,

Defendants.

) Case No.: 1:16-cv-01202-DAD-SAB (PC)

)  
)  
) FINDINGS AND RECOMMENDATION  
) RECOMMENDING DENIAL OF PLAINTIFF’S  
) MOTION TO RESCIND THE SETTLEMENT  
) AGREEMENT

) [ECF No. 20]  
)  
)

Plaintiff Michael Carter is appearing pro se and in forma pauperis in this civil rights action pursuant to 42 U.S.C. § 1983.

Currently before the Court is Plaintiff’s motion to rescind the settlement agreement, filed June 19, 2017.

**I.**

**RELEVANT HISTORY**

Plaintiff filed the instant on August 15, 2016, and on January 10, 2017, the Court found that Plaintiff stated a cognizable claim against Defendants J. Uhlik, M. Jennings, M.V. Sexton and M. Voong for violation of Plaintiff’s right to free exercise of religion under the First Amendment.

On March 30, 2017, Defendants filed an answer to the complaint. On March 31, 2017, the Court issued the discovery and scheduling order.

1 On June 2, 2017, the Court scheduled a settlement conference on June 9, 2017, at Corcoran  
2 State Prison before United States Magistrate Judge Michael J. Seng. The parties reached a settlement  
3 agreement at the conference.

4 On June 15, 2017, the parties filed a stipulation of dismissal, with prejudice, and the case was  
5 closed on this same date.

6 As previously stated, on June 19, 2017, Plaintiff filed a motion to rescind the settlement  
7 agreement.

## 8 II.

### 9 LEGAL STANDARD

10 “It is well settled that a district court has the equitable power to enforce summarily an  
11 agreement to settle a case pending before it.” Callie v. Near, 829 F.2d 888, 890 (9th Cir. 1987);  
12 accord Doi v. Halekulani Corp., 276 F.3d 1131, 1141 (9th Cir. 2002). This power only extends to the  
13 enforcement of complete settlement agreements. Callie, 829 F.2d at 890. Under federal law, there are  
14 two requirements for an oral agreement to be enforceable. First, the agreement must be complete.  
15 Maynard v. City of San Jose, 37 F.3d 1396, 1401 (9th Cir. 1994), as amended (Nov. 22, 1994).  
16 Second, the parties must have agreed to be bound by the terms of the settlement, or have authorized  
17 their attorneys to settle the suit. Harrop v. W. Airlines, Inc., 550 F.2d 1143, 1144 (9th Cir. 1977).

18 In addition, “[t]he construction and enforcement of settlement agreements are governed by  
19 principles of local law which apply to interpretation of contracts generally.” O’Neil v. Bunge Corp.,  
20 365 F.3d 820, 822 (9th Cir. 2004) (citations omitted). Therefore, California law regarding the  
21 formation and interpretation of contracts is applied to determine whether a legally enforceable  
22 settlement agreement was reached. United Commercial Ins. Serv., Inc. v. Paymaster Corp., 962 F.2d  
23 853, 856 (9th Cir. 1992). “Under California law, settlement agreements are governed by general  
24 principles of contract law.” Adams v. Johns-Manville Corp., 876 F.2d 702, 704 (9th Cir. 1989).

25 The essential elements of a contract under California law are: “parties capable of contracting;  
26 the parties’ consent; a lawful object; and sufficient cause or consideration.” Lopez v. Charles Schwab  
27 & Co., 118 Cal.App.4th 1224, 1230 (2004). “An essential element of any contract is the consent of  
28 the parties, or mutual assent.” Lopez, 118 Cal.App.4th at 1230 (quoting Cal. Civ.Code, §§ 1550(2),

1 1565(2)). Mutual assent is usually manifested by an offer that is communicated to the offeree and an  
2 acceptance that is communicated to the offeror.” Lopez, 118 Cal.App.4th at 1230.

3 “Normally if a party enters into a settlement agreement knowingly and voluntarily, the  
4 agreement is treated as a binding contract and the party is precluded from raising the underlying  
5 claims.” Arnold v. United States, 816 F.2d 1306, 1309 (9th Cir. 1987) (citation omitted); Folsom v.  
6 Butte Cty. Assn. of Governments, 32 Cal.3d 668, 677 (1982) (“Compromise has long been  
7 favored...[A] valid compromise agreement has many attributes of a judgment, and in the absence of a  
8 showing of fraud or undue influence is decisive of the rights of the parties thereto and operates as a bar  
9 to the reopening of the original controversy.” (quotations omitted)). “However, if one part breaches a  
10 settlement, the other has the option of enforcing the terms of the settlement or rescinding the  
11 settlement and suing on the original claims.” Arnold, 816 F.2d at 1309 (citation omitted) (noting “for  
12 example, that the government could reinstate its case against a defendant if the defendant breached a  
13 settlement agreement.” (citations omitted)).

14 California Civil Code section 1689 provides in pertinent part that a contract may be rescinded  
15 where (1) consent was “given by mistake, or obtained through duress, menace, fraud, or undue  
16 influence, exercised by or with the connivance of the party as to whom he rescinds...”; (2)  
17 consideration fails through the fault of the party as to whom he rescinds; (3) consideration “becomes  
18 entirely void from any cause”; (4) consideration, before it is rendered to the rescinding party, “fails in  
19 a material respect from any cause”; (5) “the contract is unlawful for causes which do not appear in its  
20 terms or conditions, and the parties are not equally at fault”; and (6) “the public interest will be  
21 prejudiced by permitting the contract to stand.” Cal. Civ. Code § 1689(b).

### 22 III.

### 23 DISCUSSION

24 In his motion to rescind the settlement agreement, Plaintiff submits that on June 6, 2017, he  
25 was transferred from Salinas Valley State Prison to Corcoran State Prison (CSP-COR) for the  
26 settlement conference on June 9, 2017. Upon his arrival at CSP-COR, he was informed by Sergeant  
27 Childress of his special religious diet and the need to notify the kitchen of his dietary needs. Sergeant  
28 Childress assured Plaintiff that everything would be situated without any complications. However,

1 Plaintiff was denied his religious diet for a period of four consecutive days. Plaintiff contends that the  
2 denial of his dietary religious needs appears to be continued disregard for his religious practices, and  
3 therefore he requests to rescind the settlement agreement.

4 The fact that Plaintiff contends he was denied his religious dietary needs for four consecutive  
5 days while housed at CSP-COR does not provide a valid basis to rescind the settlement agreement in  
6 this case which involves conduct by a different individual at a subsequent time to the allegations raised  
7 in this action. Because a settlement agreement is a contract, Plaintiff has failed to set forth a sufficient  
8 basis to rescind the settlement contract under the applicable California law. Indeed, Plaintiff's  
9 allegations may provide other a basis for other remedies, but it is not grounds to rescind the settlement  
10 agreement. Accordingly, Plaintiff's motion to rescind the settlement agreement should be denied.

11 **IV.**

12 **RECOMMENDATION**

13 Based on the foregoing, it is HEREBY RECOMMENDED that Plaintiff's motion to rescind  
14 the settlement agreement be denied.

15 This Findings and Recommendation will be submitted to the United States District Judge  
16 assigned to the case, pursuant to the provisions of 28 U.S.C. § 636(b)(1). Within **fourteen (14) days**  
17 after being served with this Findings and Recommendation, the parties may file written objections  
18 with the Court. The document should be captioned "Objections to Magistrate Judge's Findings and  
19 Recommendation." The parties are advised that failure to file objections within the specified time may  
20 result in the waiver of rights on appeal. Wilkerson v. Wheeler, 772 F.3d 834, 838-39 (9th Cir. 2014)  
21 (citing Baxter v. Sullivan, 923 F.2d 1391, 1394 (9th Cir. 1991)).

22  
23  
24 IT IS SO ORDERED.

25 Dated: June 21, 2017



26 UNITED STATES MAGISTRATE JUDGE