

1 agreement, and ordered Defendant Gutierrez to file a response to Plaintiff's motion within
2 fourteen days. (ECF No. 32.)

3 On February 24, 2020, Defendant Gutierrez filed a response to Plaintiff's motion to
4 enforce the settlement agreement, in the form of a declaration from defense counsel. (ECF No.
5 33.) In his declaration, defense counsel states that, under the terms of the settlement agreement,
6 CDCR was required to make a good-faith effort to pay the settlement amounts no later than
7 January 8, 2020, *i.e.*, 180 days from the date of the settlement conference, when all of the
8 dispositional documents were signed. (Id. at 2.) Further, defense counsel asserts that he has been
9 informed by CDCR that the settlement funds for this case were first applied to Plaintiff's
10 restitution balance, and then the remaining funds were deposited into Plaintiff's trust account on
11 January 27, 2020. (Id. at 3.) The delay in the payment of the settlement amount was due to the
12 fact that the settlement coordinator position at CDCR's Office of Legal Affairs was understaffed
13 at the time that the settlement in this case was being processed. (Id.) Defense counsel's
14 declaration is signed under penalty of perjury. (Id. at 4.)

15 The Court directed Plaintiff to not file a reply unless ordered to do so. The Court finds
16 that no reply is necessary, and Plaintiff's motion is deemed submitted. Local Rule 230(l).

17 Based on the information currently before the Court, while the payment of the settlement
18 proceeds was delayed, it appears that CDCR has paid the settlement proceeds to Plaintiff as
19 required by the settlement agreement. Therefore, Plaintiff's motion to enforce the settlement
20 agreement, (ECF No. 31), is HEREBY DENIED as moot.

21 IT IS SO ORDERED.

22 Dated: February 24, 2020

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25 UNITED STATES MAGISTRATE JUDGE
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