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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

DAJUAN JACKSON,
Plaintiff,
v.
DUNHAM, et al.,
Defendants.

No. 2:10-cv-03378-TLN-EFB

**ORDER DENYING PLAINTIFF’S
MOTION TO ENFORCE SETTLEMENT
AGREEMENT**

This matter is before the Court on Plaintiff DaJuan Jackson’s (“Plaintiff”) Motion to Enforce Settlement Agreement. (ECF No. 90.) Defendant Dunham (“Defendant”) responded in opposition. (ECF No. 91.) The Court ordered Plaintiff to file a reply by May 1, 2017. (ECF No. 92.) Plaintiff has not done so. For the reasons discussed below, the Court DENIES Plaintiff’s motion to enforce settlement agreement (ECF No. 90).

Plaintiff states he reached a settlement agreement with Defendant which required Defendant to pay Plaintiff a sum of money within 180 days of the date of the settlement agreement. (ECF No. 90 at 1.) Plaintiff states he has not yet been paid, and he argues that at the time he filed the instant motion the 180 day period had passed without payment so he is entitled to payment in full plus interest. (ECF No. 90 at 1.)

Defendant responds agreeing the parties reached a settlement, stating Defendant timely paid Plaintiff, and arguing Plaintiff is not entitled to any further payment. (ECF No. 91 at 1–2.)

1 Defendant attaches a copy of the settlement agreement as well as a copy of Plaintiff's
2 statement of inmate trust account. (ECF No. 91-1 at 4-7; ECF No. 91-2 at 4-5.) The settlement
3 agreement shows the parties agreed to a settlement amount of \$7,000, payment to be made by
4 Defendant to Plaintiff within 180 days of Plaintiff returning the signed settlement agreement to
5 Defendant. (ECF No. 91-1 ¶¶ 2 & 4.) Plaintiff also agreed he understood that amounts he owed,
6 such as fines, restitution, and administrative fees, "will be deducted from the settlement amount
7 and paid on Plaintiff's behalf as required by Penal Code section 2085.5." (ECF No. 91-1 ¶ 2.)
8 Plaintiff signed the settlement agreement on May 23, 2016. (ECF No. 91-1 at 7.)

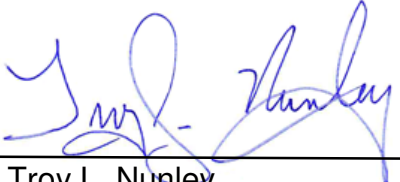
9 Plaintiff's statement of inmate trust account shows a payment on September 26, 2016, to
10 Plaintiff's account of \$6,662.95, the \$7,000 settlement payment minus a 5% administrative fee of
11 \$337.05 pursuant to Penal Code section 2085.5. (ECF No. 91-2 at 4-5.) The following
12 transactions show payments from Plaintiff's account, on the same day, of \$4,000 for restitution in
13 "Case No. BA316158," of \$1,130.23 for a direct order payment in "Case No. BA164597," of \$20
14 for restitution in an unspecified case, and \$1,512.72 toward restitution of \$1,800.00 in "Case No.
15 MA065868."

16 Defendant has shown it paid Plaintiff the amount due, in the timeframe agreed, and
17 dispersed the funds as required. Plaintiff has not contradicted this.

18 Accordingly, the Court hereby DENIES Plaintiff's motion to enforce settlement
19 agreement (ECF No. 90).

20 IT IS SO ORDERED.

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22 Dated: August 24, 2017

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26 Troy L. Nunley
27 United States District Judge
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