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UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA

BRIAN K. ROAT,

Plaintiff,

v.

CALIFORNIA EXPOSITION & STATE  
FAIR, et al.,

Defendants.

No. 2:18-cv-1701-MCE-CKD

ORDER

(ECF No. 30)

This case concerned the alleged violations of plaintiff's constitutional rights by defendants. (ECF No. 1.) Presently before the undersigned is defendants' motion to enforce a settlement agreement. (ECF No. 30.) Plaintiff opposes, asserting the settlement agreement should contain additional language not contained in the parties' draft written agreement. (ECF No. 31.)

After thoroughly reviewing the parties' briefs and considering their arguments, the court concurs with defendants' position, and finds plaintiff's version of the settlement agreement to contain extraneous, unnecessary, and potentially settlement-muddling language. Thus, the court GRANTS defendants' motion to enforce. Further, because plaintiff continued to press his argument after the undersigned informed plaintiff at the February 2020 telephonic hearing that his version would not control, plaintiff is ordered to pay defendants' attorneys' fees and costs associated with bringing this motion.

1           **Background**

2           On October 24, 2019, the parties agreed to attend a settlement conference before the  
3 undersigned. (ECF No. 18.) On December 16, the parties reached a verbal agreement, the  
4 settlement was put on the record, and the court ordered dispositional documents entered within 60  
5 days. (ECF No. 25.)

6           Throughout January and February of 2020, the parties failed to agree on a final document  
7 memorializing their oral agreement. (ECF No. 26.) The court scheduled an informal telephonic  
8 conference, and the parties provided a joint letter outlining their positions. (See ECF No. 30-2.)  
9 In the joint letter, plaintiff contended the final document should contain statements that he  
10 believed his rights were violated and that his version of the facts were true. (Id. at 12.) He also  
11 wished to include a provision that he would not be barred from seeking legislative change. (Id.)  
12 Defendants contended plaintiff’s desired fact-recitations (a) were superfluous, given the statement  
13 in the draft that defendants were denying liability, and (b) were contrary to the non-disparagement  
14 clause elsewhere in the document. (Id. at 14-15.) Further, defendants argued plaintiff’s proposed  
15 language allowing for legislative action could be construed as allowing plaintiff to bring his  
16 Section 1983 claims again—which would defeat the purpose of settlement. (Id. at 15.) The court  
17 held an informal settlement conference, found defendants’ version of the agreement to adequately  
18 reflect the settlement’s terms, and ordered the disposition documents be submitted within 14 days.  
19 (ECF No. 28.)

20           On March 19, 2020, Defendants filed a motion to enforce the settlement agreement and  
21 set the matter for a May 14, 2020 hearing. (ECF No. 30.) Defendants reasserted their arguments  
22 from the February 2020 conference, and note that despite the court’s order, plaintiff has refused to  
23 sign the court-approved settlement document. On April 30, 2020, plaintiff filed his opposition,  
24 wherein he continued to argue his version of the agreement is reasonable. (ECF No. 31.)  
25 Plaintiff also noted that defendants’ request for attorneys’ fees was made by declaration only—  
26 lacking an hourly breakdown. (Id.) The court ordered defendants to submit a cost breakdown as  
27 to their attorneys’ fee request, and on May 8, 2020, defendants did so. (ECF Nos. 32, 33.)

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1           **Legal Standard**

2           A district court has the inherent power to enforce a complete settlement agreement entered  
3 into while the litigation is pending before it. In re City of Equities Anaheim, Ltd., 22 F.3d 954,  
4 957 (9th Cir. 1995); Callie v. Near, 829 F.2d 888, 890 (9th Cir. 1987). This enforcement power  
5 extends to oral agreements. Doi v. Halekulani Corp., 276 F.3d 1131, 1138 (9th Cir. 2002). It  
6 also includes authority to award damages or specific performance. T.N.T. Marketing, Inc. v.  
7 Agresti, 796 F.2d 276, 278 (9th Cir. 1986) (citations omitted).

8           At its core, a motion to enforce a settlement agreement “essentially is an action to  
9 specifically enforce a contract.” Adams v. Johns-Manville Corp., 876 F.2d 702, 709 (9th Cir.  
10 1989). “The construction and enforcement of settlement agreements are governed by principles  
11 of local law which apply to interpretation of contracts generally.” Jeff D. v. Andrus, 899 F.2d  
12 753, 759 (9th Cir. 1989). Therefore, even though the underlying cause of action presented in this  
13 litigation is based upon a federal statute, this court applies California law regarding the formation  
14 and interpretation of contracts in determining whether a legally enforceable settlement agreement  
15 was reached. United Commercial Ins. Serv., Inc. v. Paymaster Corp., 962 F.2d 853, 856 (9th Cir.  
16 1992); see also Harrop v. West. Airlines, Inc., 550 F.2d 1143, 1145 (9th Cir. 1977) (applying  
17 California law).

18           In California, oral settlement agreements made before the court and oral contracts are  
19 enforceable. Cal. Civ. Proc. Code § 664.6; Cal. Civ. Code § 1622. “The essential elements of a  
20 contract are: [1] parties capable of contracting; [2] the parties' consent; [3] a lawful object; and  
21 [4] sufficient cause or consideration.” Lopez v. Charles Schwab & Co., Inc., 13 Cal. Rptr. 3d  
22 544, 548 (Cal. Ct. App. 2004) (citing Cal. Civ. Code § 1550). “Mutual assent usually is  
23 manifested by an offer communicated to the offeree and an acceptance communicated to the  
24 offeror.” Id. (citing Cal. Civ. Code § 1565). The existence of mutual consent is determined by  
25 objective criteria; the “parties' outward manifestations must show that the parties all agreed ‘upon  
26 the same thing in the same sense.’” Weddington Prod., Inc., v. Flick, 71 Cal. Rptr. 2d 265, 277  
27 (Cal. Ct. App. 1998) (quoting Cal. Civ. Code § 1580).

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1           **Analysis**

2           Here, the parties agreed to the essential terms of the settlement at the December 16, 2019  
3 hearing. (ECF No. 25.) Plaintiff does not dispute this fact. (See ECF No. 31.) Thus, for broad-  
4 based purposes, the court reiterates that mutual consent is present, and the parties’ oral agreement  
5 is enforceable. Doi, 276 F.3d at 1138; Weddington Prod., 71 Cal. Rptr. 2d at 277.

6           Instead, plaintiff merely wishes to include in the finalized document certain language  
7 concerning his beliefs that defendants violated his rights, as well as language detailing his version  
8 of the facts. (See ECF No. 30-2 at 12.) Further, he wishes to include a statement that his “full,  
9 unrestricted First Amendment rights” are not to be barred by this action, and therefore he will be  
10 allowed to pursue future “claims of violations of Constitutional Rights by Defendants.” Simply,  
11 plaintiff believes his version of the agreement is also reasonable, and contends defendants’ lack of  
12 argument to be conclusory. (ECF No. 31 at 3.) However, the court has already informed plaintiff  
13 (through his counsel) that his proposed language is superfluous and inconsistent with the parties’  
14 agreement to settle all claims. As for his ability to maintain his right to fully speak on the case,  
15 this clearly contradicts the parties’ agreed-upon non-disparagement clause—which outlines what  
16 plaintiff may discuss with outside parties. (See ECF No. 30-2 at 6-7.) Plaintiff contends in his  
17 briefing that he promises to not disparage defendants, but appears to miss the point that the  
18 inclusion of his factual averments does just that. (See ECF No. 30-2 at 13-16 for comparison.)  
19 Thus, defendants’ motion to enforce is granted.

20           Further, the court explicitly informed plaintiff (through counsel) at the February 2020  
21 telephonic conference that the draft without his proposed language accurately reflected the  
22 parties’ oral agreement. (See ECF No. 28.) Despite this ruling and guidance, plaintiff refused to  
23 move forward, necessitating defendants’ motion to enforce. Plaintiff’s actions after the February  
24 2020 conference are willfully disobedient and in bad faith, requiring sanctions. Gomez v.  
25 Vernon, 255 F.3d 1118, 1133–34 (9th Cir. 2001) (“A court has the inherent power to sanction a  
26 party [] if it acts in willful disobedience of a court order . . . or when the [] party has acted in bad  
27 faith, vexatiously, wantonly, or for oppressive reasons, as well as for willful[ ] abuse [of the]  
28 judicial processes.”)


1 Defendants request \$4,280 in attorneys' fees, which they assert covers their costs in  
2 having to litigate plaintiff's unreasonable refusal to sign the draft agreement. (ECF No. 33.) This  
3 amount is based on their rate of \$200 per hour for 21.4 hours. (Id. at 6-7.) The court finds  
4 counsels' hourly rate reasonable, but disagrees that all 21.4 hours are sanctionable. The period  
5 between February 5 and February 20, 2020, should not be not included, as plaintiff pressed his  
6 good-faith argument as to the agreement's language during this time. Therefore, 3.40 hours will  
7 not be included in the sanction. (See Id. at 2-3.) However, once the court informed plaintiff that  
8 defendants' argument won the day, plaintiff's refusal to sign from that point forward was  
9 sanctionable. Thus, defendants' hours spent on this issue from February 27, 2020, forward are  
10 recoverable as attorneys' fee sanctions. Thus, the court awards a sanction of \$3,600 in attorneys  
11 fees, based on 18 hours of work at \$200 per hour.

12 **ORDER**

13 Accordingly, it is HEREBY ORDERED that:

- 14 1. Defendants' Motion to Enforce the Settlement Agreement (ECF No. 30) is GRANTED;
- 15 2. Exhibit A of Defendants' Motion to Enforce the Settlement Agreement (ECF No. 30-2 at  
16 5-9) reflects the comprehensive terms of the Settlement Agreement. This agreement is  
17 enforceable and binding as of the date of this order without any further written agreement;
- 18 3. The court retains jurisdiction to enforce the settlement agreement;
- 19 4. Defendants' request for sanctions is GRANTED. Plaintiff shall pay Defendants \$3,600 in  
20 attorneys' fees. Defendants may deduct the amount from the settlement draft before  
21 providing it to Plaintiff; and
- 22 5. Within 14 days of this order, the parties shall file their dispositional documents.

23 Dated: May 14, 2020

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26 KENDALL J. NEWMAN  
27 UNITED STATES MAGISTRATE JUDGE

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