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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

SALADIN RUSHDAN, aka,
ROBERT STANLEY WOODS,

No. C-90-2895 TEH (PR)

Plaintiff,

ORDER CLOSING CASE

v.

JEFFREY BEARD,

Defendant.

_____ /

In 1990, Plaintiff, a state prisoner then incarcerated at San Quentin State Prison, filed the instant pro se civil rights action pursuant to 42 U.S.C. § 1983 alleging deliberate indifference to his serious medical needs.¹ The action was assigned to the undersigned who thereafter appointed volunteer counsel to represent Plaintiff.

In January 1994, after meeting with Judge Eugene Lynch, the parties reached a settlement agreement and entered into a stipulated dismissal. On February 28, 1994, this Court dismissed the case with prejudice.

¹ Plaintiff is currently confined at California State Prison-Corcoran.

1 On October 7, 2013, Plaintiff, again proceeding pro se,
2 filed a motion to enforce the settlement agreement. Plaintiff also
3 sought an order holding the California Department of Corrections and
4 Rehabilitation (CDCR) in contempt for not complying with the terms
5 of the settlement agreement. On January 15, 2014, the Court
6 reopened the action and directed Defendant, CDCR Director Jeffrey
7 Beard, to respond to Plaintiff's motion. Defendant has filed an
8 opposition, and Plaintiff has filed a reply. Plaintiff has also
9 filed a motion for appointment of counsel and two motions for
10 emergency injunctive relief.

11 Upon closer review, however, it appears that the Court
12 does not have jurisdiction to enforce the settlement agreement.
13 Federal courts ordinarily do not have jurisdiction to enforce
14 settlement agreements once the settled actions have been dismissed.
15 See Hagestad v. Tragesser, 49 F.3d 1430, 1433 (9th Cir. 1995).
16 Jurisdiction exists only if the court expressly retains jurisdiction
17 to enforce the agreement or if the terms of the settlement agreement
18 are incorporated into the dismissal order. Id. A review of the
19 docket sheet here shows that the Court took neither of these
20 actions.²


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22 ² A court does retain jurisdiction to enforce a consent decree.
23 See 18 U.S.C. § 3626(c), (g)(1), (g)(6) (distinguishing between
24 "consent decrees" and "private settlement agreements" in actions
25 concerning prison conditions and explaining that only "private
26 settlement agreements" are not enforceable in federal court). It is
27 clear here, however, that the 1994 compromise and release (Dkt. No.
28 119 at 12-19), is a private settlement agreement, not a consent
decree. See Christina A. v. Bloomberg, 315 F.3d 990, 993 (8th Cir.
2003) ("district court's approval of the settlement agreement does
not, by itself, create a consent decree."); Buckhannon Bd. & Care
Home, Inc. v. West Virginia Dep't of Health and Human Res., 532 U.S.

1 Where the court does not retain jurisdiction to enforce a
2 settlement agreement, the vehicle for the enforcement of the
3 settlement agreement is a breach of contract claim in another
4 proceeding, where "part of the consideration [for the contract] was
5 dismissal of an earlier federal suit." Kokkonen v. Guardian Life
6 Ins. Co. of Am., 511 U.S. 375, 381 (1994). Breach of contract is a
7 state law cause of action. Id. at 382. Plaintiff may therefore
8 seek to enforce the settlement agreement by filing an action for
9 breach of the settlement agreement in state court.

10 Accordingly, the Clerk shall terminate all pending motions
11 and close the file.

12 IT IS SO ORDERED.

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14 DATED 08/13/2014



THELTON E. HENDERSON
United States District Judge

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21 598, 604 n. 7 (2001) ("Private settlements do not entail the judicial
22 approval and oversight involved in consent decrees. And federal
23 jurisdiction to enforce a private contractual settlement will often
24 be lacking unless the terms of the agreement are incorporated into the
25 order of dismissal."); Davis v. Gunter, 771 F.Supp.2d 1068, 1071 (D.
26 Neb. 2011) (settlement agreement found to be private settlement
agreement, and not consent decree, where it did not depend on court
approval, did not provide for court to retain jurisdiction for
enforcement of its terms, and did not require or provide for any
ongoing court involvement or monitoring to ensure that the parties
complied with it).

27 G:\PRO-SE\TEH\CR.90\Rushdan 90-2895 Dismiss.wpd