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

BERNICE M. STARRETT,

No. C 08-2974 MEJ

Plaintiff(s),

ORDER DISMISSING CASE

vs.

FLINT C. ZIDE, et al.,

Defendant(s).

On June 16, 2008, Plaintiff Bernice Starrett filed the above-captioned matter alleging violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692. Subsequently, but prior to Defendants making an appearance in this case, the parties reached a settlement. (Dkt. #9.) At Plaintiff's request, the Court continued the Case Management Conference to allow the parties time to complete the settlement. However, Plaintiff's most recent status report indicates that Defendants have not performed according to the terms of the agreement. It appears that this case has become a breach of contract dispute that is more properly heard in state court.

"An agreement to settle a legal dispute is a contract and its enforceability is governed by familiar principles of contract law." *Jeff D. v. Andrus*, 899 F.2d 753, 759 (9th Cir. 1989). "Each party agrees to 'extinguish those legal rights it sought to enforce through litigation in exchange for those rights secured by the contract.'" *Id.* (quoting *Village of Kaktovik v. Watt*, 689 F.2d 222, 230 (D.C. Cir. 1982)). Thus, the Court finds that the parties' agreement extinguished the legal rights

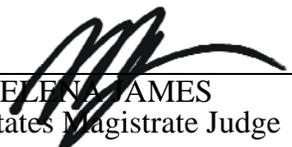
1 Plaintiff sought to enforce in her complaint, and the proper remedy is to bring a breach of contract
2 claim in state court. *O'Connor v. Colvin*, 70 F.3d 530, 532 (9th Cir. 1995) ("federal courts do not
3 have inherent or ancillary jurisdiction to enforce a settlement agreement simply because the subject
4 of that settlement was a federal lawsuit.")

5 Accordingly, the Court hereby DISMISS Plaintiff's complaint WITHOUT PREJUDICE to
6 the filing of a breach of contract claim in state court. The Clerk of Court shall close the file.

7 **IT IS SO ORDERED.**

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9 Dated: February 24, 2009



MARIA-ELENA JAMES
United States Magistrate Judge

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1 UNITED STATES DISTRICT COURT
2 FOR THE
3 NORTHERN DISTRICT OF CALIFORNIA

4 BERNICE M. STARRETT,

5 Plaintiff,

6 v.

7 FLINT C. ZIDE et al,

8 Defendant.

Case Number: CV08-02974 MEJ

CERTIFICATE OF SERVICE

9 I, the undersigned, hereby certify that I am an employee in the Office of the Clerk, U.S. District
10 Court, Northern District of California.

11 That on February 24, 2009, I SERVED a true and correct copy(ies) of the attached, by placing said
12 copy(ies) in a postage paid envelope addressed to the person(s) hereinafter listed, by depositing said
13 envelope in the U.S. Mail, or by placing said copy(ies) into an inter-office delivery receptacle located
14 in the Clerk's office.

15 Bernice M. Starrett
16 P.O. Box 1359
17 Chico, CA 95927

Dated: February 24, 2009

Richard W. Wieking, Clerk
By: Brenda Tolbert, Deputy Clerk