

1 shall pay the total sum of \$10,000 to Plaintiff by September 30, 2010. FRD Defendants, however,
2 never tendered a check, rendering the terms of the settlement agreement unfulfilled. In Paragraph 7
3 of the settlement, the parties agreed that this Court would retain jurisdiction to enforce the terms of
4 the agreement, and that, in the event of breach, the prevailing party would be entitled to fees and
5 costs in connection with enforcing the terms of the agreement.

6 **II. DISCUSSION**

7 Courts have inherent power to enforce settlement agreements between parties in pending
8 cases. *See Metronet Servs. Corp. v. U.S. West Communications.*, 329 F.3d 1013, 1014 (9th Cir. 2003).
9 “Ordinarily, a district court is empowered to enforce a settlement agreement through summary
10 proceedings,” unless there is a dispute as to the existence or terms of the agreement. *See Adams v.*
11 *John-Manville Corp.*, 876 F.2d 702 (9th Cir. 1989).

12 Here, there is no dispute that Plaintiff and the FRC Defendants entered into a written
13 settlement agreement: FRC Defendants agreed to pay \$10,000 by September 30, 2010. FRC
14 Defendants failed to make that payment. As Magistrate Judge Paul S. Grewal noted in a prior
15 Order in this case (Dkt. #82), “[u]nder these circumstances, Ms. Nemeč’s remedy appears to be to
16 move to enforce the settlement agreement pursuant to Paragraph 7” of the settlement. Plaintiff has
17 done so here, and is entitled to the \$10,000 pursuant to the terms of the settlement.

18 **III. CONCLUSION**

19 Accordingly, Plaintiff’s motion to enforce the settlement agreement is GRANTED. The
20 FRC Defendants are hereby ordered to pay Plaintiff \$10,000 pursuant to the terms of their
21 settlement. As the agreement provides for the award of fees to the prevailing party in the event of
22 breach, Plaintiff may seek such fees. Plaintiff’s counsel shall file a declaration of attorney’s fees
23 associated with the motion to enforce the settlement agreement by Friday, February 4, 2011. The
24 January 27, 2011 motion hearing and Case Management Conference are vacated.

25 **IT IS SO ORDERED.**

26 Dated: January 26, 2011

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28 LUCY H. KOH
United States District Judge