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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

THE RICHARD AND SHEILA J. MCKNIGHT)
2000 FAMILY TRUST et al.,)
)
Plaintiffs,)
)
vs.)
)
WILLIAM J. BARKETT et al.,)
)
Defendants.)
_____)

2:10-cv-01617-RCJ-GWF

ORDER

This case arises out of the breach of a guaranty of several commercial real estate loans. The procedural history is complex, and the Court will recount it only in relevant part. The Richard and Sheila J. McKnight 2000 Family Trust sued Castaic III Partners, LLC and William Barkett in this Court for breach of guaranty. The Court granted offensive summary judgment to Plaintiffs and permitted two groups to intervene as Plaintiffs against Defendants and two other Castaic entities. The Court entered a default judgment in favor of the Rasmussen Intervenors on the breach of guaranty claims. An appeal of that order was voluntarily dismissed, and the Court of Appeals affirmed the Court's previous summary judgment order.

The Court held a status conference and ordered the parties to file any dispositive motions by July 1, 2017, noting that it would otherwise simply close the case. No party has filed any such motion except Debt Acquisition Company of America, LLC and DACA-Castaic, LLC, who have asked the Court to dismiss them from the case, as no claims by or against them remain. No party has opposed the motion, and the Court grants it.

1 Next, the Rasmussen Intervenors and Defendants have jointly asked the Court to extend
2 the time for dispositive motions to August 31, 2017 in case the second and final payment under a
3 late-June settlement agreement between them is not made by its late-July due date. The Court
4 denies the motion. The parties noted at the status conference that the claims between them are
5 the only claims remaining in the case. If those claims have been settled, there is nothing left for
6 this Court to do. The remedy for a breach of a private settlement agreement is a stand-alone
7 action for breach of contract in state or federal court, as appropriate, not litigation of the matter in
8 the settled case; this Court has no jurisdiction to enforce such a settlement agreement. *See*
9 *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 378 (1994).

10 **CONCLUSION**

11 IT IS HEREBY ORDERED that the Motion to Dismiss (ECF No. 491) is GRANTED.
12 Debt Acquisition Company of America, LLC and DACA-Castaic, LLC are dismissed as parties.

13 IT IS FURTHER ORDERED that the Motion to Extend Time (ECF No. 492) is
14 DENIED.

15 IT IS FURTHER ORDERED that the Clerk shall close the case.

16 IT IS SO ORDERED.

17 Dated this ^{27th} ~~16th~~ day of July, 2017.

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21 ROBERT C. JONES
22 United States District Judge
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