

1 withdraw from the agreement.

2 First, counsel for Defendant, Jared Frost, reported to the court the contents of the agreement
3 by reading them aloud. Settlement Hr'g Tr. 3:25-4:19. Then, the mediator, Michael McGroarty,
4 asked both parties a series of questions regarding the parties' understanding that the agreement as
5 reported to the court was binding and enforceable. *Id.* at 4:20-8:6. Both parties responded to all
6 questions, both parties affirmed that a binding agreement had been reached, and both parties agreed
7 that neither party could withdraw from the agreement or modify it without mutual consent. Neither
8 party expressed any reservation about entering into the agreement. *Id.* Nothing in the transcript or
9 audio recording of the hearing indicates any attempt at coercion, nor did Plaintiff make any
10 statements at the hearing suggesting his assent to the agreement was coerced.

11 This Circuit has held that "a district court has the equitable power to enforce summarily an
12 agreement to settle a case pending before it." *Callie v. Near*, 829 F.2d 888, 890 (9th Cir. 1987).
13 Further, an oral assent to a recitation of an agreement is sufficient to bind a party to that agreement.
14 *Doi v. Halekulani Corp.*, 276 F.3d 1131, 1138 (9th Cir. 2002). Based on the statements made in the
15 transcript, the court finds that the parties entered into a binding agreement in open court on June 10,
16 2016, and that Defendants' Exhibit 2 of ECF No. 38 is an accurate representation of that agreement.

17 IT IS THEREFORE ORDERED that Plaintiff's motion (ECF No. 31) to deny settlement is
18 DENIED.

19 IT IS FURTHER ORDERED that Defendants' motion (ECF No. 38) to enforce settlement is
20 GRANTED.

21 IT IS FURTHER ORDERED that Plaintiff's motion (ECF No. 40) for a quick and speedy
22 jury trial is DENIED as moot.

23 DATED: September 13, 2016.

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C.W. Hoffman, Jr.
United States Magistrate Judge

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