

1 Federal courts “have no inherent power to enforce settlement agreements entered
2 into by parties litigating before them.” Arata v. Nu Skin Int’l, Inc., 96 F.3d 1265,
3 1268 (9th Cir.1996) (citing Kokkonen [v. Guardian Life Ins. Co. of Am., 511 U.S.
4 375, 378 (1994).] Rather, courts have ancillary jurisdiction to enforce a settlement
5 agreement only “if the parties’ obligation to comply with the terms of the
6 settlement agreement *ha[s] been made part of the order of dismissal*”
7 Kokkonen, 511 U.S. at 381 In the event the settlement agreement is breached,
8 the court would have *ancillary jurisdiction that arises from breach of the court's*
9 *dismissal order. Id.*

10 K.C. ex rel. Erica C. v. Torlakson, 762 F.3d 963, 967 (9th Cir. 2014) (emphasis added). In this
11 case there is no court order to enforce, and the parties cannot create subject matter jurisdiction
12 by consent. Mitchell v. Maurer, 293 U.S. 237, 244 (1934) (“lack of federal jurisdiction cannot be
13 waived or be overcome by an agreement of the parties.”).

14
15 Plaintiff’s motion to enforce the settlement agreement is therefore DENIED because the
16 Court lacks the power to hear this dispute.

17 Dated this 2nd day of February, 2018.

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20 Robert S. Lasnik
21 United States District Judge
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