

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

Asora v. Ugwueze

Asora · No. 1:19-cv-01350-JLT-CDB (PC) · Decided August 8, 2025

SUMMARY

The United States District Court for the Eastern District of California discharges an order to show cause issued after the parties failed to timely file dispositional documents following settlement. The court orders the parties to file a stipulation for voluntary dismissal within 10 days and explains that dismissal is not contingent on completion of settlement performance.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
JURISDICTION	United States District Court for the Eastern District of California
DECIDED	August 8, 2025
DOCKET	1:19-cv-01350-JLT-CDB (PC)
DISPOSITION	other
PROCEDURAL POSTURE	After the parties settled the action, defendants failed to timely file the required dispositional documents. The court discharged its order to show cause and ordered the parties to file a stipulation for voluntary dismissal within ten days.
PRECEDENTIAL VALUE	Unknown; unpublished district court order
PARTIES	Aerith Natalia Asora v. Ugwueze, et al.

TOPICS

- sanctions
- civil procedure
- contracts

PRACTICE AREAS

- civil procedure
- settlement enforcement
- sanctions

QUESTIONS PRESENTED

- Whether filing dispositional documents and dismissing the action could be delayed until the settlement funds were paid.

2. Whether defendants established good cause for retaining jurisdiction over the action to oversee performance of the settlement agreement.
3. Whether the order to show cause concerning possible sanctions should be discharged.

HOLDINGS

1. No. The parties' obligation to file the stipulation for voluntary dismissal was not contingent on completion of performance under the settlement agreement; dismissal depended on settlement of the action, not payment of the settlement funds.
2. No. Defendants' response to the order to show cause did not establish good cause for retaining jurisdiction to ensure performance of the settlement agreement.
3. The order to show cause was discharged, but the parties were ordered to file a stipulation for voluntary dismissal within ten days, with no further extensions absent extraordinary circumstances unrelated to settlement performance.

KEY QUOTATIONS

“Dismissal is not dependent on performance of the agreement but rather settlement of the action.” (at 2)

“Enforcement of the settlement agreement, however, whether through award of damages or decree of specific performance, is more than just a continuation or renewal of the dismissed suit, and hence requires its own basis for jurisdiction.” (at 2)

FACTUAL BACKGROUND

The parties settled the action during settlement-conference proceedings on June 25, 2025. The court ordered a stipulation for voluntary dismissal with prejudice to be filed within thirty days, but the parties did not timely file the required dispositional documents. Defense counsel stated that settlement funds were being processed and that dismissal would be filed only after the funds were received in plaintiff's account, even though payment could take up to 180 days after execution of the settlement documents.

PROCEDURAL HISTORY

The action settled following a June 25, 2025 settlement conference, at which the court ordered the parties to file a stipulation for voluntary dismissal with prejudice within thirty days. After the parties failed to comply, the court issued an order to show cause concerning possible sanctions. Defense counsel responded that settlement funds were still being processed and that dismissal would be filed after the funds reached plaintiff's account. The court rejected that justification, discharged the order to show cause, and required filing of the stipulation within ten days.

DISPOSITION

other

CASES CITED

- Ruelas v. City of Sanger, No. 1:23-cv-00742-JLT-SAB, 2024 WL 713445, at *1 (E.D. Cal. Feb. 21, 2024)
- Jordan v. FCA US, LLC, No. 1:19-cv-01527-AWI-SAB, 2022 WL 686159, at *3 (E.D. Cal. Mar. 8, 2022)
- K.C. ex rel. Erica C. v. Torlakson, 762 F.3d 963, 965 (9th Cir. 2014)
- Kokkonen v. Guardian Life Ins. Co. of Am., 511 U.S. 375, 378 (1994)
- Church of Celestial Heart v. Bondi, No. 1:23-cv-00545-SAB, 2025 WL 1635932, at *2 (E.D. Cal. June 9, 2025)
- Randall v. Trans Union, LLC, No. 1:23-cv-01547-JLT-SAB, 2024 WL 402488, at *1 (E.D. Cal. Feb. 2, 2024)

OPINION

(PC) Asora v. Ugwueze

PER CURIAM.

1 2 3 4 5 6

7 UNITED STATES DISTRICT COURT

8 EASTERN DISTRICT OF CALIFORNIA

9 10 AERITH NATALIA ASORA, Case No. 1:19-cv-01350-JLT-CDB (PC) 11 Plaintiff, ORDER
DISCHARGING ORDER TO

SHOW CAUSE AND REQUIRING

12 v. PARTIES TO FILE DISPOSITIONAL

DOCUMENTS WITHIN 10 DAYS

13 UGWUEZE, et al., (Doc. 111) 14 Defendants. 15

16 I. BACKGROUND

17 This action settled following settlement conference proceedings conducted on June 25, 18
2025. (Doc. 109 [Minutes].) The undersigned ordered dispositional documents be filed within 30
19 days. (Id.) 20 When the parties failed to timely comply with the Court’s order, on August 5,
2025, the 21 Court issued its Order Requiring Counsel for Defendants to Show Cause (OSC) in
Writing Why 22 Sanctions Should Not be Imposed for Failure to Obey the Court’s Orders. (Doc.
111.) That same 23 date, Defendants filed a response to the OSC. (Doc. 112.)

24 II. DISCUSSION

25 In their response to the OSC, Counsel for Defendants states “[d]ispositional documents 26 are
forthcoming, and counsel is working diligently to secure all appropriate information for the 27
Court in order to finalize the settlement entered.” (Doc. 112 at 2.) In counsel’s supporting 1
declaration, counsel indicates she sent a letter to Plaintiff explaining that all dispositional 2
paperwork was being processed, including a draft joint statement to the Court for Plaintiff’s 3
review and comments, and a return envelope. (Id. at 3, ¶¶ 3-4 & Ex. B [letter dated 7/30/2025].) 4
Counsel has not yet received a response from Plaintiff but given her incarceration one was not 5
expected given the timing, although counsel has “no doubt she will respond as soon as she can.” 6
(Id. at 3, ¶6.) Counsel concludes that “[s]ettlement of this matter is proceeding on course, and 7
when the terms of the agreement are fulfilled, the dismissal will be filed.” (Id. at 3, ¶ 7.) Notably, 8

the draft status report includes the following language: “The settlement funds are currently being 9 processed and the Notice of Case Settlement and Order of Dismissal will be filed once the funds 10 are received into Plaintiff’s account.” (Id. at 10.) 11 This Court’s Local Rules provide that “[w]hen an action has been settled or otherwise 12 resolved by agreement of the parties ... it is the duty of counsel to immediately file a notice of 13 settlement or resolution. See L.R. 272.” Local Rule 160(a). Further, the Local Rules state “the 14 Court shall fix a date upon which the documents disposing of the action ... must be filed, which 15 date shall not be more than twenty-one days from the date of said notification, absent good cause. 16 The Court may, on good cause shown, extend the time for filing the dispositional papers. A 17 failure to file dispositional papers on the date prescribed by the Court may be grounds for 18 sanctions. See L.R. 272.” Local Rule 160(b). 19 During the June 25, 2025, proceedings to place the settlement in this action on the record, 20 the undersigned verbally ordered: “The stipulation for voluntary dismissal with prejudice shall be 21 filed within 30 days.” (See also Doc. 109 [Minutes].) And defense counsel expressly agreed to the 22 terms placed on the record, including the 30-day deadline for filing a stipulation for voluntary 23 dismissal. Regardless, defense counsel now seeks to change the terms of the settlement by 24 withholding the filing of a notice of settlement and a stipulation to voluntary dismissal until “the 25 funds are received into Plaintiff’s account.” As the parties are aware, it can take up to 180 days 26 after Plaintiff executes the settlement documents (a written settlement agreement, the stipulation 27 to voluntary dismissal, and a payee data sheet) for settlement funds to issue. 1 Dismissal is not dependent on performance of the agreement but rather settlement of the 2 action. See *Ruelas v. City of Sanger*, No. 1:23-cv-00742-JLT-SAB, 2024 WL 713445, at *1 (E.D. 3 Cal. Feb. 21, 2024) (“The parties are advised that once the terms of a settlement agreement are 4 finalized and the settlement agreement is signed by the parties, dismissal is not dependent on 5 performance but rather settlement of the action”); *Jordan v. FCA US, LLC*, No. 1:19-cv-01527- 6 AWI-SAB, 2022 WL 686159, at *3 (E.D. Cal. Mar. 8, 2022) (“the parties are again reminded 7 that, once the terms of a settlement agreement are finalized and the settlement agreement is 8 signed by the parties, the Court generally does not retain jurisdiction to oversee that the parties 9 comply with the terms of the settlement”). 10 This is because performance of a settlement agreement is technically a separate proceeding from the lawsuit filed in federal court. *K.C. ex 11 rel. Erica C. v. Torlakson*, 762 F.3d 963, 965 (9th Cir. 2014); see also *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 378 12 (1994) (“Neither the Rule nor any provision of law provides for jurisdiction of the court over disputes arising out of an agreement that 13 produces the stipulation.... Enforcement of the settlement agreement, however, whether through award of damages or decree of specific 14 performance, is more than just a continuation or renewal of the dismissed suit, and hence requires its own basis for jurisdiction.”) 15 16 *Church of Celestial Heart v. Bondi*, No. 1:23-cv-00545-SAB, 2025 WL 1635932, at *2 (E.D. Cal.

17 June 9, 2025); see *Randall v. Trans Union, LLC*, No. 1:23-cv-01547-JLT-SAB, 2024 WL

18 402488, at *1 (E.D. Cal. Feb. 2, 2024) (“the Court will retain jurisdiction until the dismissal is
19 filed. However, the Court notes it generally declines generic requests to retain jurisdiction after
20 dismissal, absent a specific request and showing of good cause, and such retention requires a 21
subsequent order of approval from the Court retaining jurisdiction,” citing Kokkonen). 22 Here,
the filing of dispositional documents was not contingent upon the parties’ 23 completion of
performance of the settlement. Nor does Defendants’ response to the OSC 24 establish good cause
for retaining jurisdiction over this action to ensure performance. The parties 25 will be ordered to
file the stipulation to voluntary dismissal of this action within 10 days. 26 Additionally, no further
extensions of this deadline will be granted absent extraordinary 27 circumstances unrelated to the
parties’ performance of the terms of their settlement agreement. 1 | Lastly, the parties are reminded
that sanctions may be imposed for any failure to obey the Court’s 2 | order.

3 I. CONCLUSION AND ORDER

4 Accordingly, the Court HEREBY ORDERS: 5 1. The OSC issued August 5, 2025 (Doc. 111) is
DISCHARGED; and 6 2. The parties SHALL file a stipulation to voluntary dismissal of this action
within 10 7 days of the date of this order to avoid potential sanctions. 8 | IT IS SO ORDERED. 9

Dated: _ August 8, 2025 | hannD Rr

10 UNITED STATES MAGISTRATE JUDGE

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