

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

Hunter v. Brenneman

No. 2:22-cv-1141 DJC CKD (PC) (E.D. Cal. June 6, 2025) (findings and recommendations) · No. No. 2:22-cv-1141 DJC CKD (PC) · Decided June 6, 2025

SUMMARY

The document contains findings and recommendations concerning enforcement of an oral settlement agreement in a prisoner civil-rights action. The magistrate judge recommends denying the plaintiff’s motion to enforce the agreement and granting in part the defendants’ counter-motion, finding that the settlement is enforceable despite the plaintiff’s failure to sign the written agreement. It recommends dismissal with prejudice, payment of the settlement proceeds after satisfaction of identified liens, and retention of limited jurisdiction to ensure compliance.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
WRITING FOR THE COURT	Allison Claire
JURISDICTION	United States District Court for the Eastern District of California
DECIDED	June 6, 2025
DOCKET	No. 2:22-cv-1141 DJC CKD (PC)
DISPOSITION	other
PROCEDURAL POSTURE	Magistrate judge issued findings and recommendations on plaintiff's motion to enforce an oral settlement agreement and defendants' counter-motion to compel execution of a written settlement agreement.
STANDARD OF REVIEW	The settlement-enforcement standards require the moving party to establish formation of a legally enforceable agreement; when material terms and assent are placed on the record, an evidentiary hearing is unnecessary.
PRECEDENTIAL VALUE	Nonprecedential magistrate judge findings and recommendations; persuasive only unless adopted by the district judge.
PARTIES	Brandon Eugene Hunter v. Brenneman, et al.

TOPICS

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contract interpretation

breach of contract

remedies

civil procedure

PRACTICE AREAS

civil procedure

contracts

prisoner civil rights

remedies

QUESTIONS PRESENTED

1. Whether the parties formed an enforceable oral settlement agreement when its material terms and assent were placed on the record.
2. Whether the proposed written settlement agreement accurately reflected the oral settlement terms.
3. Whether plaintiff was entitled to enforcement on different terms, prejudgment or post-judgment interest, or an order compelling defendants to pay additional amounts.
4. Whether the settlement could be enforced and the action dismissed despite plaintiff's failure to sign the written agreement.
5. Whether the court could compel plaintiff to execute the written settlement agreement.

HOLDINGS

1. The parties formed a legally enforceable oral settlement agreement because the material terms and their assent were placed on the record during the settlement conference.
2. The proposed written settlement agreement fully accorded with the oral settlement and did not add terms having an unanticipated negative effect on plaintiff.
3. Defendants did not breach the settlement agreement.
4. Plaintiff was not entitled to prejudgment or post-judgment interest because interest was not part of the settlement, was not contemplated, and had no applicable legal basis on the record.
5. The settlement agreement was enforceable notwithstanding plaintiff's failure to execute the written document, and the action should be dismissed with prejudice pursuant to the agreement.
6. The court should not compel plaintiff to sign the written agreement because it was unaware of authority permitting that remedy; enforcement of the already binding agreement was sufficient.

KEY QUOTATIONS

"A district court has the inherent power to enforce a complete settlement agreement entered into while the litigation is pending before it." (at 2)

"The Agreement is enforceable notwithstanding plaintiff's failure to sign, and the appropriate remedy is simply enforcement of its terms—including dismissal of the lawsuit and payment by defendants." (at 6)

FACTUAL BACKGROUND

At a settlement conference, the parties agreed that defendants would pay \$6,500 in exchange for dismissal of the action and a broad release. The agreement included payment of identified liens from the settlement proceeds, documentation of lien satisfaction, and mailing the remaining funds to plaintiff's designated aunt. After

defendants prepared a written agreement reflecting those terms and an updated lien amount, plaintiff refused to sign, alleged that defendants had breached or altered the oral agreement, and sought enforcement and interest.

PROCEDURAL HISTORY

The parties reached an oral settlement during a February 13, 2025 settlement conference in this prisoner civil-rights action. Plaintiff moved for entry of judgment, alleging breach of the settlement and seeking enforcement on terms different from defendants' proposed written agreement; defendants counter-moved to compel plaintiff to sign the agreement. The magistrate judge recommended denying plaintiff's motion, granting defendants' motion in part, enforcing the oral settlement and consistent written terms despite plaintiff's failure to sign, dismissing the action with prejudice, and retaining limited jurisdiction to ensure payment obligations were satisfied.

DISPOSITION

other

CASES CITED

- In re City of Equities Anaheim, Ltd., 22 F.3d 954, 957 (9th Cir. 1995)
- Callie v. Near, 829 F.2d 888, 890 (9th Cir. 1987)
- Doi v. Halekulani Corp., 276 F.3d 1131, 1138-40 (9th Cir. 2002)
- In re Andreyev, 313 B.R. 302, 305 (B.A.P. 9th Cir. 2004)
- Lynch, Inc. v. SamataMason, Inc., 279 F.3d 487, 490-92 (7th Cir. 2002)
- Shah v. United States, 878 F.2d 1156, 1159 (9th Cir. 1989)
- Jeff D. v. Andrus, 899 F.2d 753, 759 (9th Cir. 1990)
- United Commercial Ins. Serv., Inc. v. Paymaster Corp., 962 F.2d 853, 856 (9th Cir. 1992)
- Harrop v. West. Airlines, Inc., 550 F.2d 1143, 1145 (9th Cir. 1977)
- Lopez v. Charles Schwab & Co., Inc., 118 Cal. App. 4th 1224 (2004)
- Weddington Prod., Inc. v. Flick, 60 Cal. App. 4th 793 (1998)
- Adams v. John-Manville Corp., 876 F.2d 702, 710 (9th Cir. 1989)
- Air Separation, Inc. v. Underwriters at Lloyds of London, 45 F.3d 288, 290 (9th Cir. 1995)
- Martinez v. Ylst, 951 F.2d 1153 (9th Cir. 1991)

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