

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
VIRGINIA, ROANOKE DIVISION

Vincent Woodhouse v. Major King

Woodhouse · No. 7:20-cv-00655 · Decided June 5, 2026

SUMMARY

The United States District Court for the Western District of Virginia denied without prejudice Vincent Woodhouse’s pro se motion to enforce a settlement agreement. Because Woodhouse remained represented by counsel and had not shown that counsel was no longer representing him, the court directed that any request for relief be made through counsel or accompanied by such a showing.

CASE DETAILS

COURT	United States District Court for the Western District of Virginia, Roanoke Division
WRITING FOR THE COURT	Thomas T. Cullen
JURISDICTION	United States District Court for the Western District of Virginia, Roanoke Division
DECIDED	June 5, 2026
DOCKET	7:20-cv-00655
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff, represented by counsel in the litigation, filed a pro se motion to enforce a settlement agreement. The court denied the motion without prejudice because a district court generally has no obligation to entertain substantive pro se motions filed by a represented party.
STANDARD OF REVIEW	The court adjudicated the pending motion and applied the rule that a district court generally has no obligation to entertain substantive pro se motions filed by a party represented by counsel.
PRECEDENTIAL VALUE	unpublished and nonprecedential memorandum opinion

TOPICS

- civil procedure
- section 1983
- breach of contract
- contracts

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the court should adjudicate a substantive pro se motion filed by a litigant who remains represented by counsel.
2. Whether Woodhouse's pro se motion to enforce the settlement agreement should be denied without prejudice.

HOLDINGS

1. A district court has no obligation to entertain a substantive pro se motion filed by a party who remains represented by counsel.

KEY QUOTATIONS

“A district court has no obligation to entertain pro se motions filed by a represented party.” (Opinion text, at 1)

“Accordingly, Woodhouse’s motion (ECF No. 141) will be denied without prejudice.” (Opinion text, at 2)

FACTUAL BACKGROUND

Woodhouse entered into a settlement agreement with Major King and the Virginia Department of Corrections after obtaining a jury verdict in his § 1983 action. The court vacated the verdict and retained jurisdiction to enforce the settlement. While still represented by counsel, Woodhouse filed a pro se motion alleging that the defendants had breached the agreement.

PROCEDURAL HISTORY

Woodhouse initially brought a 42 U.S.C. § 1983 action against Major King, Joseph Ely, and Unit Manager Stallard. The claims against Ely and Stallard were dismissed on summary judgment, and the case proceeded to trial against the remaining defendant, resulting in a jury verdict for Woodhouse. The parties then entered into a settlement agreement, jointly moved to vacate the verdict, and the court vacated the verdict while retaining jurisdiction to enforce the settlement. Woodhouse subsequently filed a pro se motion alleging breaches of the settlement agreement; the court denied that motion without prejudice.

DISPOSITION

other

CASES CITED

- *Abdullah v. United States*, 240 F.3d 683, 686 (8th Cir. 2001)
- *Mitchell v. Senkowski*, 489 F. Supp. 2d 147, 150 (N.D.N.Y. 2006)
- *United States v. Hammond*, 821 F. App'x 203, 207 (4th Cir. 2020)

