

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
CALIFORNIA

Danzas Corporation dba DHL Global Forwarding, an Ohio
Corporation v. Solarjuice Technology, Inc., a Delaware Corporation

Danzas v. Solarjuice · No. 24-cv-07045-SVK · Decided April 23, 2025

SUMMARY

The court orders reassignment of the case to a district judge because the defendants had not appeared or consented to magistrate jurisdiction, and issues a Report and Recommendation. It recommends granting DHL’s motion to enforce the parties’ settlement and enter stipulated judgment after defendants failed to make the first installment payment and did not cure the default. The recommended judgment is for \$284,421.95 plus \$1,980 in attorney’s fees, and the court also recommends withdrawal of the notice of settlement.

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	Susan van Keulen
JURISDICTION	United States District Court for the Northern District of California
DECIDED	April 23, 2025
DOCKET	24-cv-07045-SVK
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiffs moved for entry of stipulated judgment after defendants defaulted under a settlement agreement. The magistrate judge recommended granting the motion and ordering withdrawal of the notice of settlement, while directing reassignment to a district judge because defendants had not consented to magistrate jurisdiction.
PRECEDENTIAL VALUE	Nonprecedential report and recommendation subject to district judge review and adoption
PARTIES	Danzas Corporation dba DHL Global Forwarding, Radiz Group International, Inc. dba DHL Global Forwarding v. Solarjuice Technology, Inc., Solarjuice American Inc., Solar4America Technology Inc. dba Solarjuice Technology Inc.

TOPICS

default judgment

attorney fees

contracts

civil procedure

commercial litigation

PRACTICE AREAS

civil procedure

contracts

commercial litigation

remedies

QUESTIONS PRESENTED

1. Whether the court could enforce the parties' settlement agreement by entering the stipulated judgment after defendants failed to make the required payment and failed to cure within the agreed grace period.
2. Whether plaintiffs were entitled to the attorney's fees requested under the settlement agreement and Federal Rule of Civil Procedure 54(d)(2).
3. Whether the notice of settlement should be withdrawn.

HOLDINGS

1. A trial court may summarily enforce a settlement agreement in an action pending before it and may enter a stipulated judgment according to the settlement's terms. Because defendants failed to make the required payment, failed to cure within the agreed grace period, and did not oppose the motion, plaintiffs were entitled to entry of the stipulated judgment.
2. Plaintiffs were entitled to \$1,980.00 in attorney's fees because the settlement agreement provided for fees incurred to enforce the stipulation, the amount requested was not unreasonable, and the request complied with Federal Rule of Civil Procedure 54(d)(2).

KEY QUOTATIONS

"[C]ourts have inherent power summarily to enforce a settlement agreement with respect to an action pending before it; the actual merits of the controversy become inconsequential." (at 2)

"The authority of a trial court to enter a judgment enforcing a settlement agreement has as its foundation the policy favoring the amicable adjustment of disputes and the concomitant avoidance of costly and time consuming litigation." (at 2)

"By the plain terms of the settlement agreement, DHL is entitled to judgment." (at 3)

FACTUAL BACKGROUND

DHL alleged that it performed 35 international shipping and courier deliveries for Solarjuice and that Solarjuice failed to pay. After Solarjuice failed to appear and default was entered, the parties executed a settlement agreement providing for eight installment payments and a stipulated judgment upon an uncured payment default. Solarjuice failed to make the first payment due March 10, 2025, did not cure after notice, and did not oppose DHL's motion for entry of judgment.

PROCEDURAL HISTORY

Plaintiffs filed suit on October 8, 2024, alleging that defendants failed to pay for freight and courier services. After defendants failed to appear, the Clerk entered default. The parties then executed a settlement agreement

and a stipulation providing for entry of judgment upon payment default. After defendants failed to make the first installment and failed to cure within the contractual grace period, plaintiffs moved for entry of stipulated judgment and attorney's fees. The magistrate judge issued an order for reassignment and a report and recommendation that the district judge grant the motion, withdraw the notice of settlement, and enter the proposed judgment.

DISPOSITION

other

REMAND INSTRUCTIONS

No remand was ordered. The magistrate judge ordered reassignment to a district judge and recommended that the district judge withdraw the notice of settlement, grant DHL's motion for entry of stipulated judgment, and enter the proposed judgment.

CASES CITED

- Dacanay v. Mendoza, 573 F.2d 1075, 1078 (9th Cir. 1978)
- Yelp Inc. v. Herzstock, 788 F. App'x 529, 530 (9th Cir. 2019)
- Ekuantia PTE, Ltd. v. Chang, No. 21-cv-09938-JCS, 2022 WL 3717261, at *2 (N.D. Cal. Aug. 29, 2022)
- Mohebbi v. Khazen, No. 13-cv-03044-BLF, 2019 WL 144865, at *7 (N.D. Cal. Jan. 9, 2019)
- Yelp Inc. v. Herzstock, No. 15-cv-00693-PSG (LHK), 2018 WL 10638325, at *5 (N.D. Cal. Mar. 6, 2018)

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