

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

OPINION

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

PER CURIAM.

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4 UNITED STATES DISTRICT COURT

5 NORTHERN DISTRICT OF CALIFORNIA

6 7 DANZAS CORPORATION DBA DHL Case No. 24-cv-07045-SVK

GLOBAL FORWARDING, AN OHIO

8 CORPORATION, et al., ORDER FOR REASSIGNMENT TO A

DISTRICT JUDGE

9 Plaintiffs,

REPORT AND RECOMMENDATION

10 v. GRANTING MOTION FOR ENTRY OF

JUDGMENT PURSUANT TO THE

11 SOLARJUICE TECHNOLOGY, INC., A PARTIES' STIPULATION

DELAWARE CORPORATION, et al., 12 Re: Dkt. 22 Defendants. 13 14 Plaintiffs Danzas Corporation dba DHL Global Forwarding and Radiz Group International, 15 Inc. dba DHL Global Forwarding (collectively, "Plaintiffs" or "DHL") move for entry of 16 judgment pursuant to the Parties' stipulation. Dkt. 22. Although Plaintiffs have consented to 17 magistrate jurisdiction in this case, (Dkt. 12), Defendants Solarjuice Technology, Inc., Solarjuice 18 American Inc., and Solar4America Technology Inc. dba Solarjuice Technology Inc. (collectively, 19 "Defendants" or "Solarjuice") have neither appeared nor consented. Accordingly, the Court 20 ORDERS the Clerk to reassign this case to a District Judge and issues the following Report and 21 Recommendation.

22 I. BACKGROUND

23 On October 8, 2024, DHL filed suit against Solarjuice alleging that DHL, a company 24 engaged in providing freight services for international shipping and courier services, performed 35 25 deliveries for Solarjuice. Dkt. 1, ¶¶ 1-2, 13. DHL alleges that Solarjuice failed to pay. Id., ¶ 15. 26 Eventually, after Solarjuice failed to appear, DHL filed a motion for entry of default which was 27 entered by the Clerk. Dkts. 14-15. However, before moving for default judgment, counsel for 1

terms of settlement. Dkt. 16, ¶ 3. DHL filed a notice of settlement on February 3, 2025. Dkt. 18. 2 According to the declaration of DHL’s attorney, Philip E. McDermott, submitted in 3 support of DHL’s Motion for Entry of Judgment (the “Motion”), the Parties reached a settlement 4 agreement that was fully executed on January 26, 2025. Dkt. 22 at Dkt. pp. 8-9 (“McDermott 5 Decl.”), ¶ 2. As part of the settlement agreement, the Parties executed a “Stipulation for Entry of 6 Judgment In The Event Of Default By Defendants,” which bears signatures by both DHL’s and 7 Solarjuice’s representatives dated January 15, 2025. Dkt. 22-1 at Dkt. pp. 2-9 (“Stipulation for 8 Judgment”). In accordance with the agreement, the Parties agreed to a payment schedule breaking 9 up the settled damages claimed by DHL into eight installments with the first due on March 10, 10 2025. Stipulation for Judgment, ¶ 1. The Parties further agreed that: 11 Defendants shall have a five (5) business day grace period from the date of Plaintiffs['] notice to Defendants in which Defendants must 12 cure any default of making the Settlement Payment pursuant to the above terms by making any necessary payments. ... [But that] if 13 payment is not made within any designated five (5) business day grace period ... Defendants shall be deemed to be in default of this 14 Stipulation and judgment may be entered against them in compliance with the terms of this Stipulation. 15 16 Id., ¶¶ 2-5. The stipulation provided that, in such case, DHL would be entitled to a judgment for 17 the full sum of \$284,421.95, “plus any award of attorney’s fees and costs ... for all actions taken 18 by Plaintiffs in order to enforce this Stipulation.” Id., ¶¶ 4, 14. 19 According to Mr. McDermott’s declaration, the March 10, 2025 payment was never made 20 and is now weeks overdue. McDermott Decl., ¶ 5. DHL provided notice to Solarjuice on March 21 20, 2025, with “a follow up reminder” on March 26, 2025. Id.; see also Dkt. 22-2 (email chain 22 between DHL’s counsel and George Milionis, the contact specified in the Stipulation, regarding 23 Solarjuice’s nonpayment). DHL did not hear from Solarjuice in response, and the cure period 24 expired on March 27, 2025. McDermott Decl., ¶ 6. 25 Thereafter, on April 1, 2025, DHL filed the instant Motion. Solarjuice has not appeared 26 nor filed any response to the Motion, and the deadline for such response has passed. 27 ////

1 II. LEGAL STANDARD AND DISCUSSION

2 “[C]ourts have inherent power summarily to enforce a settlement agreement with respect to 3 an action pending before it; the actual merits of the controversy become inconsequential.” 4 *Dacanay v. Mendoza*, 573 F.2d 1075, 1078 (9th Cir. 1978); see also *Yelp Inc. v. Herzstock*, 788 F. 5 App’x 529, 530 (9th Cir. 2019) (“A district court has the power to summarily enforce a settlement 6 agreement.”). “The authority of a trial court to enter a judgment enforcing a settlement agreement 7 has as its foundation the policy favoring the amicable adjustment of disputes and the concomitant 8 avoidance of costly and time consuming litigation.” *Dacanay*, 573 F.2d at 1078. Pursuant to this 9 authority, a trial court may enter a stipulated judgment entered into as part of a settlement 10 agreement, pursuant to the terms of the settlement agreement. See, e.g., *Ekuantia PTE, Ltd. v. 11 Chang*, No. 21-cv-09938-JCS, 2022 WL 3717261, at *2 (N.D. Cal. Aug. 29, 2022); *Mohebbi v. 12 Khazen*, No. 13-cv-03044-BLF, 2019 WL 144865, at *7 (N.D. Cal. Jan. 9,

2019); *Yelp Inc. v. 13 Herzstock*, No. 15-cv-00693-PSG (LHK), 2018 WL 10638325, at *5 (N.D. Cal. Mar. 6, 2018), 14 *aff'd* 788 F. App'x 529 (9th Cir. 2019). 15 Here, DHL has provided evidence that Solarjuice has defaulted on the payment terms set 16 forth the Parties' settlement agreement as exhibited in their signed Stipulation for Judgment. See 17 McDermott Decl., ¶¶ 5-6. Solarjuice has not opposed DHL's Motion. The Parties' agreement 18 expressly provides that after the applicable grace periods, which DHL has also provided evidence 19 have run (*id.*), "judgment in the above-titled case shall be entered in favor of Plaintiffs, and each 20 of them, against Defendants, and each of them, in the sum of ... \$284,421.95, plus any award of 21 attorney's fees and costs ... for all actions taken by Plaintiffs in order to enforce this Stipulation." 22 Stipulation for Judgment, ¶¶ 4, 14. By the plain terms of the settlement agreement, DHL is 23 entitled to judgment. 24 DHL further requests attorney's fees in the amount of \$1,980.00. Dkt. 22 at 6. Such an 25 amount is not unreasonable, DHL's request comports with Fed. R. Civ. P. 54(d)(2) and DHL is 26 entitled to the fees by the plain terms of the settlement agreement. Fed. R. Civ. P. 54(d)(2); 27 Stipulation for Judgment, ¶¶ 4, 14.] by DHL at Dkt. 24 in the amounts specified therein. Additionally, as part of the Motion, DHL 2 || requests to withdraw the notice of settlement it filed on February 3, 2025. Dkt. 22-3. The 3 || undersigned further RECOMMENDS that Dkt. 18 be withdrawn pursuant to DHL's request.

4 || TI. CONCLUSION

5 For the forgoing reasons, the Court ORDERS that this case be reassigned to a District 6 || Judge and RECOMMENDS that the District Judge withdraw the notice of settlement, Dkt. 18, 7 || grant DHL's Motion for Entry of Stipulated Judgment and enter the proposed judgment. 8 SO ORDERED. 9 Dated: April 23, 2025 10 i Svawm vaYul

SUSAN VAN KEULEN

12 United States Magistrate Judge 13 «14 16 17 Oo Z 18 19 20 21 22 23 24 25 26 27 28