

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

Hicks v. Robles

Hicks · No. 1:18-cv-01481-KES-EPG (PC) · Decided March 25, 2025

SUMMARY

The United States District Court for the Eastern District of California adopted in full the magistrate judge’s findings and recommendations and denied Michael James Hicks’s second motion to withdraw from a settlement agreement. The court concluded that defendants did not breach the settlement agreement by failing to pay identified financial obligations because they attempted to make the required payments, plaintiff’s actions prevented one payment, and the returned filing-fee funds were available to plaintiff.

OPINION

(PC) Hicks v. Robles

PER CURIAM.

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7 UNITED STATES DISTRICT COURT

8 EASTERN DISTRICT OF CALIFORNIA

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10 MICHAEL JAMES HICKS, No. 1:18-cv-01481-KES-EPG (PC)

11 Plaintiff, ORDER ADOPTING FINDINGS AND

RECOMMENDATIONS AND DENYING

12 v. PLAINTIFF’S SECOND MOTION TO

WITHDRAW FROM HIS SETTLEMENT

13 H. ROBLES, et al., AGREEMENT 14 Defendants.

15 Docs. 139, 146, 155, 161

16 17 18 19 Plaintiff Michael James Hicks is a state prisoner proceeding pro se and in forma
pauperis 20 in this closed civil rights case that was brought under 42 U.S.C. § 1983. This matter
was referred 21 to a United States magistrate judge pursuant to 28 U.S.C. § 636(b)(1)(B) and
Local Rule 302. 22 On September 27, 2024, plaintiff filed a second motion to withdraw from the
settlement 23 agreement.¹ Doc. 139. He filed an amended request for the same relief with
additional 24 arguments on October 18, 2024, and an additional memorandum on December 9,
2024.

25 Docs. 146, 155. Plaintiff generally argues that defendants failed to comply with the terms of
the

26 settlement agreement by not paying two of plaintiff's debts from his settlement proceeds— 27
28 1 This motion constitutes the first activity in this case since November 6, 2020. See Doc. 138.
1 specifically a filing fee for a Northern District of California case and an obligation relating to 2
damages to state property. See Doc. 161 at 4-5 (summarizing parties' arguments). Defendants 3
filed an opposition, Doc. 156, to which plaintiff replied, Doc. 160. 4 On February 12, 2025, the
assigned magistrate judge issued findings and 5 recommendations recommending that plaintiff's
second motion to withdraw from the settlement 6 agreement be denied. Doc. 161. The magistrate
judge found that plaintiff did not demonstrate 7 any fraud or intent to deceive plaintiff regarding
any misrepresentation of any material fact on 8 the part of defendants, and thus, "[p]laintiff's
motion has not provided any basis for rescinding 9 the settlement agreement." Id. at 5. The
findings and recommendations further note that "[t]o 10 the extent[] that [p]laintiff's motion
actually seeks to enforce the settlement agreement, his 11 motion likewise fails." Id. Specifically,
the magistrate judge found that defendants complied 12 with their obligations under the settlement
agreement. Id. at 5-7. Plaintiff filed timely objections 13 to the findings and recommendations,
Doc. 163, and defendants responded to those objections,
14 Doc. 164.

15 In accordance with 28 U.S.C. § 636(b)(1), this Court has conducted a de novo review of 16 this
case. After carefully reviewing the file, the Court concludes that the findings and 17
recommendations are supported by the record and proper analysis. Plaintiff's objections largely 18
reiterate arguments made in his motion and do not meaningfully address the reasoning in the 19
findings and recommendations. He continues to argue that he was "double tapped" (i.e. charged
20 twice) for the filing fee check, that defendants should have monitored the check they sent to
pay 21 the filing fee and immediately reissued the check when it was not cashed by the Court, and
that 22 defendants should not have allowed him to spend the money in his trust account when he
had 23 other obligations outstanding, but the findings and recommendations already correctly 24
addressed these arguments in considering whether plaintiff was entitled to a Court order 25
enforcing the settlement agreement. Id. at 6-7. 26 To the extent plaintiff's objections and motions
argue that defendants breached the 27 settlement agreement by failing to pay the filing fee and the
other encumbrance and seeks 28 damages for such alleged breach, see Doc. 163, such an
argument also fails. As noted in the 1 findings and recommendations, "[t]o prevail on a cause of
action for breach of contract, the 2 plaintiff must prove (1) the contract, (2) the plaintiff's
performance of the contract or excuse for 3 nonperformance, (3) the defendant's breach, and (4)
the resulting damage to the plaintiff." 4 *Richman v. Hartley*, 169 Cal. Rptr. 3d 475, 478 (Cal. Ct.
App. 2014) (citation omitted). The 5 magistrate judge correctly noted that under California law, a
settlement agreement is a contract.

6 Doc. 161 at 4. "A breach of contract is '[t]he wrongful, i.e., the unjustified or unexcused,
7 failure to perform' the terms of a contract." *Chen v. PayPal, Inc.*, 275 Cal. Rptr. 3d 767, 775 8
(Cal. App. Ct. 2021). 9 Assuming the contract obligated defendants to pay the two financial

obligations plaintiff 10 has identified, defendants did not breach any such obligation.² As for the filing fee, defendants 11 sent a check to the Northern District of California to fulfill plaintiff's outstanding obligation. 12 For reasons outside of defendants' control, the Court did not cash the check, and the check was 13 returned and the funds were credited back to plaintiff's trust account. This does not constitute 14 breach. Cf. *Parsons v. Bristol Dev.*, 44 Cal. Rptr. 767, 772-723 (Cal. 1965) (no breach where 15 plaintiff did not show that defendant failed to make proper and reasonable efforts to fulfill its 16 obligation and where the risk that defendant may not be able to fulfill its obligation was 17 anticipated). Moreover, after the monies were returned to plaintiff's account, plaintiff had 18 access to that money and to his account balance and was free to do what he wanted with those 19 funds, including paying the filing fee. Plaintiff cannot recover from defendants for plaintiff's 20 own spending of those funds. 21 As for the obligation relating to property damage, as noted in the findings and 22 recommendations, defendants have shown that they attempted to pay this obligation on 23 24 2 Though "every instance of noncompliance with a contract's terms constitutes a breach," see *Boston LLC v. Juarez*, 199 Cal. Rptr. 3d 452, 457 (Cal. App. Ct. 2016), the plain language of the 25 provision plaintiff asserts defendants violated demonstrates that the provision was not meant to impose a burden on defendants for plaintiff's benefit. Rather, it informs plaintiff of defendants' 26 obligations under a separate California law to first pay plaintiff's liens with the settlement 27 monies, putting him on notice that he may not receive the entire amount of the settlement agreement. In any event, even assuming that noncompliance with this provision could constitute 28 a breach of the settlement agreement, defendants did not breach any such obligation. 1 | plaintiff's behalf, but plaintiff refused to sign a Trust Account Withdrawal Order form. Plaintiff 2 || cannot recover from defendants where plaintiff prevented defendants from fulfilling that 3 | payment. *Puritas Laundry Co. v. Green*, 115 P. 660, 662 (Cal. 1911) ("If performance was 4 | prevented by the acts of plaintiff, such fact would constitute a sufficient defense to recovery."). 5 | Defendants indicate that, by law, CDCR can and must pay liens pursuant to Court orders or in 6 | compliance with state law (such as the court-ordered filing fee under the PLRA), but they may 7 | not deduct money from an inmate's trust account to pay non-court ordered obligations without 8 | the inmate signing a Trust Account Withdrawal Order (such as plaintiff's obligation relating to 9 | damage to state property). See Doc. 156 at 5, 7. "When performance of a contract is prevented 10 | 'by the operation of law,' performance is excused." See *In re Pepperdine Univ. Tuition and 11 | Fees COVID-19 Refund Litig.*, 659 F. Supp. 3d 1086, 1095 (C. D. Cal. Mar. 7, 2023) (citing 12 | *Bright v. Bechtel Petroleum, Inc.*, 780 F.2d 766, 772 (9th Cir. 1986)). 13 Accordingly, 14 1. The findings and recommendations issued on February 12, 2025, Doc. 161, are 15 ADOPTED IN FULL; and 16 2. Plaintiff's second motion to withdraw from his settlement agreement, Doc. 139, see 17 also Doc. 146, 155, is DENIED. 18 19
29 | IT IS SO ORDERED. _
21 Dated: _ March 25, 2025 4A .

0 UNITED STATES DISTRICT JUDGE

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