

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.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
JURISDICTION	United States District Court for the Eastern District of California
DECIDED	March 25, 2025
DOCKET	1:18-cv-01481-KES-EPG (PC)
DISPOSITION	denied
PROCEDURAL POSTURE	The district court conducted de novo review of a magistrate judge's findings and recommendations and denied the plaintiff's second motion to withdraw from a settlement agreement.
STANDARD OF REVIEW	De novo review under 28 U.S.C. § 636(b)(1) of the magistrate judge's findings and recommendations.
PRECEDENTIAL VALUE	unpublished_nonprecedential
PARTIES	Michael James Hicks v. H. Robles, et al.

TOPICS

- breach of contract
- rescission
- contract interpretation
- civil procedure
- prisoners rights

PRACTICE AREAS

- civil procedure
- contracts
- prisoner civil rights
- remedies

QUESTIONS PRESENTED

1. Whether Hicks established a basis to rescind the settlement agreement based on fraud or misrepresentation.
2. Whether defendants breached the settlement agreement by failing to pay the filing fee and the obligation relating to property damage.
3. Whether Hicks was entitled to damages or enforcement of the settlement agreement based on the alleged nonperformance.

HOLDINGS

1. Hicks did not establish fraud, intent to deceive, or a material misrepresentation by defendants sufficient to rescind the settlement agreement.
2. Defendants did not breach any assumed obligation to pay the filing fee because they sent a check to the Northern District of California, the check was not cashed for reasons outside their control, and the funds were returned to Hicks's account.
3. Defendants did not breach the settlement agreement because Hicks prevented performance by refusing to sign the Trust Account Withdrawal Order required for payment of the non-court-ordered obligation.

KEY QUOTATIONS

“To prevail on a cause of action for breach of contract, the plaintiff must prove (1) the contract, (2) the plaintiff’s performance of the contract or excuse for nonperformance, (3) the defendant’s breach, and (4) the resulting damage to the plaintiff.” (at 2)

“A breach of contract is ‘[t]he wrongful, i.e., the unjustified or unexcused, failure to perform’ the terms of a contract.” (at 2)

“If performance was prevented by the acts of plaintiff, such fact would constitute a sufficient defense to recovery.” (at 3)

“When performance of a contract is prevented ‘by the operation of law,’ performance is excused.” (at 3)

FACTUAL BACKGROUND

The parties had settled Hicks's civil-rights case. Hicks claimed defendants breached the settlement by failing to pay a filing fee owed in a Northern District of California case and an obligation relating to damage to state property. Defendants sent a check for the filing fee, but the check was not cashed and the funds were returned to Hicks's trust account; defendants also attempted to pay the property-damage obligation, but Hicks refused to sign the required Trust Account Withdrawal Order.

PROCEDURAL HISTORY

Hicks, a state prisoner proceeding pro se and in forma pauperis, brought this closed civil-rights action under 42 U.S.C. § 1983. After the parties entered into a settlement agreement, Hicks filed a second motion to withdraw from the agreement, arguing that defendants failed to pay two obligations from the settlement proceeds. The

magistrate judge recommended denial, Hicks objected, and the district court adopted the findings and recommendations in full after de novo review.

DISPOSITION

denied

CASES CITED

- Richman v. Hartley, 169 Cal. Rptr. 3d 475, 478 (Cal. Ct. App. 2014)
- Chen v. PayPal, Inc., 275 Cal. Rptr. 3d 767, 775 (Cal. App. Ct. 2021)
- Parsons v. Bristol Dev., 44 Cal. Rptr. 767, 772-723 (Cal. 1965)
- Boston LLC v. Juarez, 199 Cal. Rptr. 3d 452, 457 (Cal. App. Ct. 2016)
- Puritas Laundry Co. v. Green, 115 P. 660, 662 (Cal. 1911)
- In re Pepperdine Univ. Tuition and Fees COVID-19 Refund Litig., 659 F. Supp. 3d 1086, 1095 (C.D. Cal. Mar. 7, 2023)
- Bright v. Bechtel Petroleum, Inc., 780 F.2d 766, 772 (9th Cir. 1986)