

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

Dunsmore v. Thomas

Dunsmore v. Thomas · No. 2:17-cv-02355-KJM-AC · Decided April 7, 2025

SUMMARY

The United States District Court for the Eastern District of California denied Darryl Dunsmore’s motion to enforce a settlement agreement. The court held that the written agreement required payment of \$52,000 and dismissal of the action but did not require withdrawal of a rules violation report. Applying California contract law, the court concluded that the agreement was integrated and unambiguous, and declined to consider new arguments raised in reply and supplemental filings.

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	April 7, 2025
DOCKET	2:17-cv-02355-KJM-AC
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved to enforce a written settlement agreement after the parties stipulated to dismissal under Federal Rule of Civil Procedure 41(a)(1)(A)(ii).
STANDARD OF REVIEW	The court interpreted and enforced the settlement agreement under principles of state contract law, applying California's objective-intent rule.
PRECEDENTIAL VALUE	unknown

TOPICS

- contract interpretation
- specific performance
- civil procedure
- section 1983
- prisoners rights

PRACTICE AREAS

- contract law
- civil procedure
- prisoner civil rights

QUESTIONS PRESENTED

1. Whether the written settlement agreement required CDCR or Thomas to withdraw the rules-violation report.
2. Whether extrinsic evidence concerning the settlement conference could be considered in interpreting the agreement.
3. Whether the court had jurisdiction to adjudicate Dunsmore's separate claims concerning attorney fees and his former attorney's fee agreement.

HOLDINGS

1. The settlement agreement did not require CDCR or Thomas to withdraw the rules-violation report because the integrated agreement identified the \$52,000 payment as the only consideration and contained no promise concerning the report.
2. The court did not consider extrinsic evidence concerning the settlement conference because the settlement agreement was not ambiguous.
3. The court lacked retained or independent jurisdiction to adjudicate claims concerning Dunsmore's separate fee agreement with his former attorney.

KEY QUOTATIONS

“A settlement agreement is a contract, and a motion to enforce a settlement agreement “essentially is an action to specifically enforce a contract.”” (at 1)

“The relevant intent is ‘objective’—that is, the intent manifested in the agreement and by surrounding conduct—rather than the subjective beliefs of the parties.” (at 1)

“If Dunsmore had different intentions or expectations, they remained “unexpressed” and so are “irrelevant.”” (at 1)

FACTUAL BACKGROUND

Dunsmore alleged that correctional officer Thomas pepper-sprayed him, struck him with the pepper-spray canister, and falsely charged him with assaulting an officer. The parties later executed an integrated written settlement agreement under which CDCR would pay Dunsmore \$52,000 in exchange for his stipulation to voluntary dismissal, with the agreement stating that the identified consideration was the only consideration and that no other agreements or promises existed. After dismissal, Dunsmore sought enforcement of the agreement to require withdrawal of the rules-violation report.

PROCEDURAL HISTORY

Dunsmore sued correctional officer M. Thomas under the Eighth Amendment and state tort law. After Thomas's motion for summary judgment was denied, the parties settled for a \$52,000 payment in exchange for dismissal, and the court retained jurisdiction to enforce the settlement. Dunsmore later moved to require withdrawal of a prison rules-violation report; after briefing, the court denied the motion.

DISPOSITION

other

CASES CITED

- Adams v. Johns-Manville Corp., 876 F.2d 702, 709 (9th Cir. 1989)
- Botefur v. City of Eagle Point, Or., 7 F.3d 152, 156 (9th Cir. 1993)
- Jeff D. v. Andrus, 899 F.2d 753, 759 (9th Cir. 1990)
- United Com. Ins. Serv., Inc. v. Paymaster Corps., 962 F.2d 853, 856 (9th Cir. 1992)
- Laws. Title Ins. Corp. v. U.S. Fid. & Guar. Co., 122 F.R.D. 567, 569 (N.D. Cal. 1988)
- Winet v. Price, 4 Cal. App. 4th 1159, 1165 (1992)
- Heck v. Humphrey, 512 U.S. 477 (1994)
- Kokkonen v. Guardian Life Ins. Co. of Am., 511 U.S. 375, 381-82 (1994)

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