

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF OREGON,
PORTLAND DIVISION

Professional House Cleaning by Mary G, LLC v. Sonia Medina Lopez

Case No. 3:24-cv-00555-YY · No. 3:24-cv-00555-YY · Decided December 31, 2025

SUMMARY

The document is findings and recommendations addressing a plaintiff’s motion to enforce an alleged settlement agreement and for summary judgment in a dispute arising from the sale of a residential cleaning business. The court concludes that disputed facts concern whether the parties formed an agreement to unwind the transaction and whether any agreement was coerced or otherwise improperly influenced. The motion is therefore not suitable for summary enforcement or summary judgment.

CASE DETAILS

COURT	United States District Court for the District of Oregon, Portland Division
WRITING FOR THE COURT	Youlee Yim You
JURISDICTION	United States District Court for the District of Oregon, Portland Division
DECIDED	December 31, 2025
DOCKET	3:24-cv-00555-YY
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved to enforce an alleged settlement agreement and for summary judgment on its claim for enforcement of the agreement and specific performance. The magistrate judge recommended denying summary judgment because disputed factual issues existed regarding contract formation, the agreement's terms, and possible coercion.
STANDARD OF REVIEW	Summary judgment is inappropriate where genuine disputes of material fact exist. For summary enforcement of an alleged settlement or specific performance, the enforcing party must establish that the parties formed an enforceable agreement and agreed on its material terms; disputed factual issues concerning formation, assent, terms, or coercion preclude summary relief.
PRECEDENTIAL VALUE	nonprecedential

TOPICS

summary judgment

contract formation

specific performance

duress

civil procedure

PRACTICE AREAS

contracts

civil procedure

remedies

commercial litigation

QUESTIONS PRESENTED

1. Whether plaintiff established as a matter of law that the parties formed an enforceable agreement to unwind the sale of the cleaning business.
2. Whether the parties' communications on February 12 and 13, 2024 established assent to the essential terms of an agreement.
3. Whether the alleged later oral agreement was subject to summary enforcement despite factual disputes concerning coercion, intimidation, translation, and the terms extracted from defendant.
4. Whether summary judgment was proper when factual disputes existed regarding contract formation, the parties' meeting of the minds, and the terms of any proposed settlement.

HOLDINGS

1. Summary judgment and summary enforcement were not warranted because disputed issues of fact existed regarding whether the parties formed an enforceable agreement and what terms governed any unwinding of the transaction.
2. The court could not summarily enforce an agreement based on the February 12 and 13 communications because a disputed factual issue existed regarding whether plaintiff rejected defendant's offer or whether the offer remained open for acceptance by plaintiff's later text.
3. The alleged later oral agreement could not be summarily enforced because factual disputes existed regarding whether defendant's assent was coerced or improperly influenced and whether the parties reached a true meeting of the minds.

KEY QUOTATIONS

"Plaintiff's motion for summary judgment fails because there are questions of fact as to any agreement that plaintiff and defendant allegedly reached." (at discussion of motion)

"Plaintiff's Motion to Enforce Settlement Agreement and Motion for Summary Judgment on Claim for Enforcement of Settlement Agreement/Specific Performance (ECF 26) should be denied to the extent plaintiff seeks summary judgment because there are questions of fact as to whether the parties ever came to a meeting of minds to settle the dispute about the sale of the cleaning business and the terms that would control any potential "unwinding" of the deal." (Recommendations)

FACTUAL BACKGROUND

Professional House Cleaning by Mary G, LLC, owned by Maria Guzman, purchased Sonia Medina Lopez's Washington-based residential cleaning business, including a client list and supplies, for \$30,000. After disputes

arose concerning Lopez's interactions with former clients, Lopez offered to return the purchase money in exchange for receiving the business back, but the parties disputed whether Guzman rejected the offer or left it open for further discussion. Guzman's counsel later demanded repayment and threatened litigation, and Lopez participated in telephone discussions while unrepresented and communicating through interpreters; Lopez claimed she acted out of fear and intimidation. The proposed written agreement would have required Lopez to repay the money while allowing Guzman to retain the client list and vehicle, and Lopez refused to sign it.

PROCEDURAL HISTORY

Plaintiff filed suit in federal court alleging claims arising from the sale of a residential cleaning business and seeking, among other relief, enforcement of an alleged settlement agreement and specific performance. After the parties conducted depositions, plaintiff moved to enforce the alleged settlement and for summary judgment. The magistrate judge issued findings and recommendations recommending denial of the motion to the extent it sought summary judgment, subject to referral to a district judge and the parties' opportunity to object.

DISPOSITION

other

CASES CITED

- Botefur v. City of Eagle Point, 7 F.3d 152, 156 (1993)
- Jeff D. v. Andrus, 899 F.2d 753, 759 (9th Cir. 1990)
- In re Marriage of Baldwin, 215 Or. App. 203, 207 (2007)
- Ken Hood Const. Co. v. Pac. Coast Const., Inc., 201 Or. App. 568, 578 (2005)
- Glob. Exec. Mgmt. Sols., Inc. v. Int'l Bus. Machines Corp., 260 F. Supp. 3d 1345, 1367-68 (D. Or. 2017)
- Pacificorp v. Lakeview Power Co., 131 Or. App. 301, 307 (1994)
- Johnstone v. Zimmer, 191 Or. App. 26, 34 (2003)
- Ponderosa Properties, LLC v. Emp. Dep't, 262 Or. App. 419, 435 (2014)
- Benedict v. Held, No. 3:19-cv-01295-HZ, 2021 WL 2720443, at *3 (D. Or. Feb. 7, 2021)
- Brazil v. FedEx Ground Pkg. Sys., Inc., No. 3:03-cv-06287-TC, 2004 WL 2457776, at *3 (D. Or. Nov. 1, 2004)
- Povey v. Clow, 146 Or. App. 760, 764 (1997)
- Callie v. Near, 829 F.2d 888, 890 (9th Cir. 1987)
- Adams v. Johns-Manville Corp., 876 F.2d 702, 709 (9th Cir. 1989)