

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

Turner v. Singh

Turner v. Singh · No. 2:23-cv-00954 DC SCR P · Decided June 30, 2025

SUMMARY

The United States District Court for the Eastern District of California lifts the stay in Lafonzo R. Turner’s § 1983 action and directs defendants to file a responsive pleading. The court recommends denying Turner’s motion to enforce a 2018 global settlement agreement arising from separate Northern District of California cases, concluding that it lacks jurisdiction to enforce the agreement or reopen those cases under Rule 60(b)(6). The court also concludes that Federal Rules of Civil Procedure 70 and 71 do not provide a basis for enforcement because the agreement was not a judicially sanctioned judgment.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
WRITING FOR THE COURT	Sean C. Riordan
JURISDICTION	United States District Court for the Eastern District of California
DECIDED	June 30, 2025
DOCKET	2:23-cv-00954 DC SCR P
DISPOSITION	other
PROCEDURAL POSTURE	A state prisoner filed a motion in his Eastern District of California § 1983 action seeking to enforce a global settlement agreement resolving two earlier Northern District of California civil-rights actions. The magistrate judge ordered the stay lifted, directed defendants to file a responsive pleading, and issued findings and recommendations that the motion be denied.
STANDARD OF REVIEW	The motion was evaluated under the jurisdictional requirements for ancillary jurisdiction, Rule 60(b)(6), and Rules 70 and 71. The findings and recommendations were issued under 28 U.S.C. § 636(b) (1), subject to de novo review of timely objections by the assigned district judge.
PRECEDENTIAL VALUE	Unknown; magistrate judge's order and findings and recommendations, with no reporter citation.

TOPICS

subject matter jurisdiction

motion for reconsideration

civil procedure

remedies

PRACTICE AREAS

civil procedure

prisoner civil rights

settlement enforcement

federal jurisdiction

QUESTIONS PRESENTED

1. Whether the Eastern District of California had ancillary jurisdiction to enforce a settlement agreement resolving different actions in the Northern District of California.
2. Whether Federal Rule of Civil Procedure 60(b)(6) supplied an independent basis for federal jurisdiction or authorized this court to reopen the Northern District cases.
3. Whether Federal Rules of Civil Procedure 70 and 71 authorized enforcement of the settlement agreement as a judgment or order.

HOLDINGS

1. The Eastern District of California lacked ancillary jurisdiction to enforce the 2018 global settlement agreement because neither the agreement nor the Northern District dismissal orders retained jurisdiction, and any enforcement authority would belong to the court that entered the dismissal orders.
2. Federal Rule of Civil Procedure 60(b)(6) does not independently confer federal jurisdiction and cannot authorize the Eastern District of California to reopen another district court's dismissed cases.
3. Rules 70 and 71 did not authorize enforcement of the settlement agreement because those rules apply to enforcement of judgments or orders, and the agreement was not a judicially sanctioned final judgment enforceable by this court.

KEY QUOTATIONS

“Federal courts “have no inherent power to enforce settlement agreements entered into by parties litigating before them.”” (at 1)

“Enforcement of the settlement agreement ... is more than just a continuation or renewal of the dismissed suit, and hence requires its own basis for jurisdiction.” (at 1-2)

“Jurisdiction, however, is not derived from Rule 60(b)(6) itself.” (at 3)

“Rules 70 and 71, however, provide only for the “enforcement of judgments.”” (at 4)

FACTUAL BACKGROUND

Turner is a state prisoner proceeding pro se under 42 U.S.C. § 1983. In April 2018, he entered a global settlement agreement resolving two civil-rights actions in the Northern District of California. He alleged that

prison officials were denying durable medical equipment and medical chronos required by that agreement. The agreement and voluntary dismissal orders did not retain federal-court jurisdiction over enforcement proceedings, and Turner sought enforcement in this separate Eastern District action.

PROCEDURAL HISTORY

The case was referred to a post-screening alternative-dispute-resolution pilot project and stayed. A settlement conference was held on June 23, 2024, but the case did not settle. Turner then moved to enforce a 2018 global settlement agreement from two Northern District of California actions under Federal Rules of Civil Procedure 70, 71, and 60(b)(6). The magistrate judge concluded that this court lacked jurisdiction to enforce or reopen the Northern District cases and recommended denial of the motion.

DISPOSITION

other

CASES CITED

- K.C. ex rel. Erica C. v. Torlakson, 762 F.3d 963 (9th Cir. 2014)
- Arata v. Nu Skin International, Inc., 96 F.3d 1265 (9th Cir. 1996)
- Kelly v. Wengler, 822 F.3d 1085 (9th Cir. 2016)
- O'Connor v. Colvin, 70 F.3d 530 (9th Cir. 1995)
- Kokkonen v. Guardian Life Insurance Co. of America, 511 U.S. 375 (1994)
- Julian v. Central Trust Co., 193 U.S. 93 (1904)
- Giraldes v. Nicolai, No. 2:16-cv-0497 KJM AC P, 2017 WL 3887550 (E.D. Cal. Sept. 6, 2017)
- BLOM Bank SAL v. Honickman, 145 S. Ct. 1612 (2025)
- Keeling v. Sheet Metal Workers International Association, Local Union 162, 937 F.2d 408 (9th Cir. 1991)
- Delay v. Gordon, 475 F.3d 1039 (9th Cir. 2007)
- In re Hunter, 66 F.3d 1002 (9th Cir. 1995)
- Cathey v. Brown, No. 2:18-cv-0386 JAM AC PS, 2018 WL 3218444 (E.D. Cal. July 2, 2018)
- Kalt v. Hunter, 66 F.3d 1002 (9th Cir. 1995)
- Peterson v. Highland Music, Inc., 140 F.3d 1313 (9th Cir. 1998)
- McCabe v. Arave, 827 F.2d 634 (9th Cir. 1987)
- De Beers Consolidated Mines v. United States, 325 U.S. 212 (1945)
- Harris v. County of Orange, 682 F.3d 1126 (9th Cir. 2012)
- Martinez v. Ylst, 951 F.2d 1153 (9th Cir. 1991)
- Arizona Health Care Cost Containment System v. Centers for Medicare & Medicaid Services, 582 F. Supp. 3d 690 (D. Ariz. 2022)

OPINION

(PC) Turner v. Singh

PER CURIAM.

1 2 3 4 5 6 7

8 UNITED STATES DISTRICT COURT

9 FOR THE EASTERN DISTRICT OF CALIFORNIA

10

11 LAFONZO R. TURNER, No. 2:23-cv-00954 DC SCR P

12 Plaintiff,

13 v. ORDER AND FINDINGS &

RECOMMENDATIONS

14 V. SINGH, et al., 15 Defendants. 16 17 Plaintiff is a state prisoner proceeding pro se with a
civil rights action under 42 U.S.C. § 18 1983. On March 17, 2025, this matter was referred to the
post-screening ADR pilot project and 19 stayed. (ECF No. 46.) A settlement conference was held
on June 23, 2024, and the case did not 20 settle. (ECF No. 51.) By this order, the undersigned will
order the stay lifted and direct 21 defendants to file a responsive pleading within thirty (30) days.
22 On June 16, 2025, plaintiff filed a “motion to enforce a judgment.” (ECF No. 50.) The 23
motion seeks to enforce a settlement agreement that resolved two of plaintiff’s civil rights actions
24 filed in the Northern District of California. As set forth below, the undersigned finds no federal
25 jurisdictional basis to enforce the agreement and recommends the motion be denied.

26 PLAINTIFF’S MOTION TO ENFORCE A JUDGMENT

27 Plaintiff’s motion, which bears the case number for this action, is styled both as a “motion 28
for enforcing a judgement for specific act” under Federal Rules of Civil Procedure 70 and 71, and
1 a motion for “relief from judgement” under Rule 60(b)(6). (ECF No. 50 at 1.) The motion seeks
2 to enforce a global settlement agreement that resolved two of plaintiff’s civil lawsuits filed in the
3 Northern District of California: (1) Lafonzo Turner v. G. Lewis, et al., Case No. C 15-0078
KAW 4 (N.D. Cal.) (“Turner I”); and (2) Lafonzo Turner v. M. Cates, et al., Case No. C 15-03067
KAW 5 (N.D. Cal.) (“Turner II”). (See id. at 11-14.) Plaintiff claims that the global settlement 6
agreement, which was executed in April 2018, provided for durable medical equipment and 7
medical chronos that are now being denied to him by various California Department of 8
Corrections and Rehabilitation prison officials, including defendants Willis and Singh and 9
nondefendants Rodriguez, Taylor, Lorenzo, and Godinaz. (Id. at 2.)

10 DISCUSSION

11 As explained below, plaintiff’s motion should be denied because there is no statutory or 12
constitutional basis for the undersigned to exert federal jurisdiction over the April 2018 global 13
settlement agreement. 14 I. The Court’s Ancillary Jurisdiction Does Not Extend to the Agreement
15 Federal courts “have no inherent power to enforce settlement agreements entered into by 16
parties litigating before them.” K.C. ex rel. Erica C. v. Torlakson, 762 F.3d 963, 967 (9th Cir. 17
2014) (quoting Arata v. Nu Skin Int’l, Inc., 96 F.3d 1265, 1268 (9th Cir. 1996)). Generally, when

18 a district court dismisses an action with prejudice, federal jurisdiction ends and a dispute arising 19 under the settlement agreement is a “separate contract dispute that requires its own independent 20 basis for jurisdiction.” *Kelly v. Wengler*, 822 F.3d 1085, 1094 (9th Cir. 2016) (quoting 21 *O’Connor v. Colvin*, 70 F.3d 530, 532 (9th Cir.1995)); see also *Kokkonen v. Guardian Life Ins. 22 Co. of Am.*, 511 U.S. 375, 378 (1994) (“Enforcement of the settlement agreement ... is more than 23 just a continuation or renewal of the dismissed suit, and hence requires its own basis for 24 jurisdiction.”). 25 However, federal district courts have ancillary jurisdiction over certain matters “otherwise 26 beyond their competence” that are “incidental to other matters properly before them.” *Kelly*, 822 27 F.3d at 1094 (quoting *Kokkonen*, 511 U.S. at 378). Courts have ancillary jurisdiction to enforce a 28 settlement agreement only “if the parties’ obligation to comply with the terms of the settlement 1 agreement ha[s] been made part of the order of dismissal—either by separate provision (such as a 2 provision ‘retaining jurisdiction’ over the settlement agreement) or by incorporating the terms of 3 the settlement agreement in the order.” *K.C. ex rel. Erica C.*, 762 F.3d at 967 (quoting *Kokkonen*, 4 511 U.S. at 381.) 5 Here, the prerequisites to assert ancillary jurisdiction over a settlement agreement are not 6 present. Plaintiff’s global settlement agreement, which is attached to his motion (see ECF No. 50 7 at 11-14), does not purport to retain federal court jurisdiction for enforcement proceedings. Nor 8 does the voluntary dismissal order reserve such jurisdiction.¹ (See *Turner I*, ECF No. 135; *Turner 9 II*, ECF No. 122.) But even if the requirements were met, the doctrine of ancillary jurisdiction 10 extends only to matters that are incidental to “any judgment or proceeding ... rendered in the 11 same court.” *Kokkonen*, 511 U.S. at 379 (emphasis added) (quoting *Julian v. Central Trust Co.*, 12 193 U.S. 93, 113-14 (1904)). In other words, had the Northern District retained jurisdiction to 13 enforce the agreement, enforcement authority would lie solely with the appropriate district judge 14 of the Northern District, not the undersigned. 15 In sum, there is no federal jurisdictional basis for the undersigned to enforce plaintiff’s 16 global settlement agreement. As the Supreme Court noted in *Kokkonen*, none of its precedents 17 “has, for purposes of asserting otherwise nonexistent federal jurisdiction, relied upon a 18 relationship so tenuous as the breach of an agreement that produced the dismissal of an earlier 19 federal suit.” 511 U.S. at 379. For these reasons, the undersigned declines to assert jurisdiction 20 over the April 2018 agreement. See *Giraldes v. Nicolai*, No. 2:16-cv-0497 KJM AC P, 2017 WL 21 3887550, at *2 (E.D. Cal. Sept. 6, 2017) (citing *Kokkonen* in finding no jurisdiction to enforce 22 settlement agreement from different federal action), report and recommendation adopted as 23 modified, No. 2:16-cv-0497 KJM AC P, 2018 WL 453863 (E.D. Cal. Jan. 17, 2018). 24 //// 25 //// 26 1 The court, on its own motion, takes judicial notice of the voluntary dismissal orders in *Turner I* 27 and *Turner II*. See *Harris v. County of Orange*, 682 F.3d 1126, 1131–32 (9th Cir. 2012) (courts may take judicial notice of “documents on file in federal or state courts”). 28 1 II. Rule 60(b)(6) Does Not Provide an Independent Basis for Jurisdiction 2 The undersigned construes plaintiff’s motion in the alternative as seeking to reopen the 3 underlying Northern District cases under Rule 60(b)(6).² Rule 60(b) allows a party to

seek relief 4 from final judgment and reopen a case based on mistake or excusable neglect, newly discovered 5 evidence, fraud, or the void or prospectively inequitable status of a judgment. See Fed. R. Civ. P. 6 60(b)(1)-(5). Rule 60(b) also includes a “catchall” provision – Rule 60(b)(6) – that allows a 7 district court to reopen a case for ““any other reason that justifies relief.”” 8 Courts apply Rule 60(b)(6) only in “extraordinary circumstances.” *BLOM Bank SAL v. 9 Honickman*, 145 S. Ct. 1612, 1620 (2025). The Ninth Circuit has held that the “[r]epudiation of a 10 settlement agreement that terminated litigation pending before a court constitutes an extraordinary 11 circumstance” and “justifies vacating the court’s prior dismissal order” under Rule 60(b)(6)). 12 *Keeling v. Sheet Metal Workers Int’l Ass’n, Loc. Union 162*, 937 F.2d 408, 410 (9th Cir. 1991); 13 see also *Delay v. Gordon*, 475 F.3d 1039, 1044 n.11 (9th Cir. 2007) (repudiation of a settlement 14 agreement may justify vacating the court’s prior dismissal order under Rule 60(b)). 15 Thus, assuming plaintiff is claiming repudiation of the agreement, there is some support 16 for Rule 60(b)(6) as the appropriate vehicle for his motion. “Jurisdiction, however, is not derived 17 from Rule 60(b)(6) itself.” *In re Hunter*, 66 F.3d 1002, 1005 (9th Cir. 1995); see also Fed. R. Civ. 18 P. 82 (“These rules do not extend or limit the jurisdiction of the district courts or the venue of 19 actions in those courts.”) Without an independent basis for federal jurisdiction, the undersigned 20 has no authority to vacate another court’s dismissal order. “[S]uch a motion must be brought in 21 the closed” Northern District cases, not here. See *Cathey v. Brown*, No. 2:18-cv-0386 JAM AC 22 PS, 2018 WL 3218444, at *5 (E.D. Cal. July 2, 2018) (contrasting Rule 60(d)(1), which allows 23 courts to “entertain an independent action to relieve a party from a judgment,” and Rule 60(b), 24 2 To the extent plaintiff’s motion seeks to both enforce his settlement agreement and reopen the 25 underlying Northern District cases under Rule 60(b)(6), his requests are contradictory. See *Kalt 26 v. Hunter*, 66 F.3d 1002, 1006 (9th Cir.1995) (noting that, although Rule 60(b)(6) may not be used to enforce a settlement agreement, it may be used to reopen a dismissed case because of 27 breach of a settlement agreement). Regardless, even construing his requests in the alternative, the undersigned has no jurisdiction to entertain either. 28 1 which does not), report and recommendation adopted, No. 2:18-cv-0386 JAM AC PS (E.D. Cal.

2 Aug. 15, 2018).³ Accordingly, plaintiff’s motion, construed as a Rule 60(b)(6) motion, should be 3 denied. If plaintiff wishes to pursue a Rule 60(b)(6) motion, he must do so in the Northern 4 District. 5 III. The Settlement Agreement Cannot Be Enforced Through Rules 70 and 71

6 Rule 70(a) provides that “[i]f a judgment requires a party to convey land, to deliver a deed 7 or other document, or to perform any other specific act,” the court may take various actions to 8 enforce the judgment, including by holding the disobedient party in contempt. *Montana Wildlife 9 Fed’n v. Haaland*, 127 F.4th 1, 30 (9th Cir. 2025). Rule 71 provides the same enforcement 10 procedure against nonparties “[w]hen an order grants relief for a nonparty or may be enforced 11 against a nonparty[.]”

12 Rules 70 and 71, however, provide only for the “enforcement of judgments.” *Peterson v.* 13 *Highland Music, Inc.*, 140 F.3d 1313, 1323 (9th Cir. 1998), as amended on denial of reh’g and

14 reh'g en banc (Jun. 15, 1998); see also McCabe v. Arave, 827 F.2d 634, 639 (9th Cir. 1987) 15
("Rule 70 ... is operative only when a party refuses to comply with a judgment." (citing De 16
Beers Consol. Mines v. United States, 325 U.S. 212, 218 (1945))). As discussed above, the 17
underlying settlement agreement is not a judicially sanctioned final judgment, let alone one the 18
undersigned has authority to enforce. Accordingly, plaintiff's motion, construed as a motion to 19
enforce a judgement for a specific act under Rules 70 and 71, should be denied.

20 CONCLUSION

21 Accordingly, IT IS HEREBY ORDERED that: 22 1. The stay of this case is lifted. 23 2.
Defendants shall file a responsive pleading within thirty days from the date of this 24 order. 25 3
Nor would jurisdiction be conferred by Rule 60(d)(1), which "does not limit a court's power to 26
... entertain an independent action to relieve a party from judgment." Rule 60(d) "is not an
affirmative grant of power but merely allows continuation of whatever power the court would 27
have had to entertain an independent action if the rule had not been adopted." Arizona Health Care
Cost Containment Sys. v. Centers for Medicare & Medicaid Servs., 582 F. Supp. 3d 690, 28 696
(D. Ariz. 2022).] Additionally, IT IS RECOMMENDED that plaintiff's motion to enforce a
judgment (ECF 2 || No. 50) be DENIED. 3 These findings and recommendations are submitted to
the United States District Judge 4 | assigned to the case, pursuant to the provisions of 28 U.S.C. §
636(b)(1). Within twenty-one days 5 || after being served with these findings and
recommendations, any party may file written 6 || objections with the court and serve a copy on all
parties. Such a document should be captioned 7 || "Objections to Magistrate Judge's Findings and
Recommendations." Any response to the 8 || objections shall be served and filed within fourteen
days after service of the objections. The 9 || parties are advised that failure to file objections within
the specified time may waive the right to 10 | appeal the District Court's order. Martinez v. Ylst,
951 F.2d 1153 (9th Cir. 1991). 11 | DATED: June 30, 2025 fork 13

SEAN C. RIORDAN

14 UNITED STATES MAGISTRATE JUDGE

15 16 17 18 19 20 21 22 23 24 25 26 27 28