

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

Acosta v. Super Save & La Michuacana Markets, Inc.

Acosta · No. 1:25-cv-00105-BAM · Decided July 10, 2025

SUMMARY

The United States District Court for the Eastern District of California vacated the July 18, 2025 hearing on Plaintiff Jose Acosta’s motion to enforce a settlement agreement and request for attorneys’ fees. The court directed Plaintiff to submit supplemental briefing within 21 days addressing whether the court may enforce the agreement when Defendants are in default, have not appeared, and the agreement does not show their consent to court enforcement without a general appearance.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
WRITING FOR THE COURT	Barbara A. McAuliffe
JURISDICTION	United States District Court for the Eastern District of California
DECIDED	July 10, 2025
DOCKET	1:25-cv-00105-BAM
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved to enforce a settlement agreement and requested attorneys' fees while defendants remained in default and had not appeared. The court vacated the scheduled hearing and ordered plaintiff to submit supplemental briefing addressing whether enforcement was proper in light of the case's posture.
STANDARD OF REVIEW	Whether to enforce a settlement agreement is committed to the court's discretion, but the court did not decide enforcement on this order.
PRECEDENTIAL VALUE	nonprecedential

TOPICS

- default
- attorney fees
- contracts
- civil procedure
- remedies

PRACTICE AREAS

- civil procedure
- contracts
- remedies

QUESTIONS PRESENTED

- 1. Whether plaintiff should be required to provide supplemental briefing concerning the court's authority to enforce the settlement agreement given that defendants were in default and had not appeared.
- 2. Whether the scheduled hearing on plaintiff's motion to enforce the settlement agreement and request for attorneys' fees should be vacated pending supplemental briefing.

KEY QUOTATIONS

- “Under federal law, “the trial court has power to summarily enforce on motion a settlement agreement entered into by the litigants while the litigation is pending before it.”” (1)
- ““Whether to enforce a settlement agreement is a matter committed to the Court’s discretion.”” (1)

FACTUAL BACKGROUND

Plaintiff attached a settlement agreement to his motion to enforce it and requested attorneys' fees. Defendants were in default, had not appeared, and the agreement did not demonstrate that they consented to court enforcement without making a general appearance.

PROCEDURAL HISTORY

On June 6, 2025, Plaintiff Jose Acosta filed a motion to enforce a settlement agreement and request for attorneys' fees. The court conducted a preliminary review, found supplemental briefing warranted, vacated the July 18, 2025 hearing, and directed plaintiff to file briefing within twenty-one days; the motion would then be taken under submission.

DISPOSITION

other

CASES CITED

- In re City Equities Anaheim, Ltd., 22 F.3d 954, 957 (9th Cir. 1994)
- Brooke v. Capri Motel, LLC, No. 1:18-cv-0062-LJO-JLT, 2018 WL 3062188, at *2 (E.D. Cal. June 19, 2018)

OPINION

Acosta v. Super Save & La Michuacana Markets, Inc.

PER CURIAM.

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8 UNITED STATES DISTRICT COURT

9 FOR THE EASTERN DISTRICT OF CALIFORNIA

10 11 JOSE ACOSTA, Case No. 1:25-cv-00105-BAM 12 Plaintiff, ORDER VACATING
HEARING DATE OF

JULY 18, 2025

13 v.

ORDER DIRECTING PLAINTIFF TO

14 SUPER SAVE & LA MICHUACANA SUBMIT SUPPLEMENTAL BRIEFING

MARKETS, INC. dba SUPER SAVE REGARDING MOTION TO ENFORCE

15 MARKET, et al., SETTLEMENT AGREEMENT AND

REQUEST FOR ATTORNEYS' FEES

16 Defendants. (Doc. 17) 17

TWENTY-ONE DAY DEADLINE

18 19 On June 6, 2025, Plaintiff Jose Acosta filed a motion to enforce settlement agreement and 20
request for attorneys' fees. (Doc. 17.) Following a preliminary review of the motion, the Court 21
finds that supplemental briefing is warranted. 22 Under federal law, "the trial court has power to
summarily enforce on motion a settlement 23 agreement entered into by the litigants while the
litigation is pending before it." In re City 24 Equities Anaheim, Ltd., 22 F.3d 954, 957 (9th Cir.
1994) (quotation omitted). "Whether to 25 enforce a settlement agreement is a matter committed
to the Court's discretion." Brooke v. Capri 26 Motel, LLC, No. 1:18-cv-0062-LJO-JLT, 2018 WL
3062188, at *2 (E.D. Cal. June 19, 2018) 27 (citations omitted). 28 /// 1 According to the record,
defendants are in default, and they have not yet appeared in this 2 action. (See Docs. 10, 11, 12,
13.) Plaintiff is therefore ordered to identify legal authorities that 3 demonstrate it is proper for the
Court to enforce a settlement agreement in light of the posture of 4 this action. The Court notes the
settlement agreement attached to the motion does not 5 demonstrate that defendants have agreed to
Court enforcement of the agreement without their 6 general appearance. (See Doc. 17-3, Ex. A.) 7
Based on the foregoing, IT IS HEREBY ORDERED as follows: 8 1. The hearing date of July 18,
2025, is VACATED. 9 2. Within twenty-one (21) days, Plaintiff shall file supplemental briefing
identifying 10 legal authorities demonstrating the Court's authority to enforce a settlement
agreement 11 in light of the posture of this case. 12 3. Following receipt of Plaintiff's
supplemental briefing, the Court will take Plaintiff's 13 motion to enforce settlement agreement
and request for attorneys' fees (Doc. 17) 14 under submission. L.R. 230(g). 15 IT IS SO
ORDERED. 16 17 Dated: July 10, 2025 /s/ Barbara A. McAuliffe _

UNITED STATES MAGISTRATE JUDGE

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