

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

Becker v. Sherman

Becker · No. 1:16-cv-000828-JLT-HBK · Decided August 13, 2025

SUMMARY

The court recommends denying Plaintiff Joseph Becker’s motion to reopen a closed civil rights action to pursue alleged breaches of a settlement agreement. It concludes that the dismissal order did not retain federal jurisdiction or incorporate the settlement agreement, so enforcement must generally be pursued in state court. The court also determines that relief under Federal Rule of Civil Procedure 60(b)(6) is unavailable because Plaintiff did not show a timely motion or extraordinary circumstances.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
WRITING FOR THE COURT	Helena M. Barch-Kuchta
JURISDICTION	United States District Court for the Eastern District of California
DECIDED	August 13, 2025
DOCKET	1:16-cv-000828-JLT-HBK
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved to reopen a closed prisoner civil-rights action to pursue alleged breaches of a settlement agreement. The magistrate judge issued findings and recommendations recommending denial of the motion.
STANDARD OF REVIEW	A motion under Federal Rule of Civil Procedure 60(b)(6) must be brought within a reasonable time, and relief requires extraordinary circumstances. A court lacks subject-matter jurisdiction to enforce a settlement agreement after dismissal unless jurisdiction was expressly retained or the agreement was incorporated into the dismissal order.
PRECEDENTIAL VALUE	nonprecedential
PARTIES	Joseph Becker v. Warden Sherman, et al.

TOPICS

- subject matter jurisdiction
- breach of contract
- civil procedure
- remedies

PRACTICE AREAS

civil procedure

contracts

prisoner civil rights

remedies

QUESTIONS PRESENTED

1. Whether the court retained subject-matter jurisdiction to enforce an alleged settlement agreement after dismissing the action with prejudice without expressly retaining jurisdiction or incorporating the agreement into the dismissal order.
2. Whether Plaintiff was entitled to reopen the closed action under Federal Rule of Civil Procedure 60(b)(6) based on alleged repudiation or breach of the settlement agreement.

HOLDINGS

1. The court lacked federal subject-matter jurisdiction to enforce the alleged settlement agreement because the dismissal order did not expressly retain jurisdiction and neither the stipulation nor the order incorporated the settlement agreement.
2. Plaintiff was not entitled to reopen the case under Rule 60(b)(6) because the motion was not shown to have been brought within a reasonable time and Plaintiff did not establish extraordinary circumstances warranting relief.

KEY QUOTATIONS

“Enforcement of [a] settlement agreement . . . whether through award of damages or decree of specific performance, is more than just a continuation or renewal of the dismissed suit, and hence requires its own basis for jurisdiction.” (at 2)

“In the usual course upon repudiation of a settlement agreement, the frustrated party may sue anew for breach of the agreement and may not ... reopen the underlying litigation after dismissal.” (at 2)

FACTUAL BACKGROUND

Joseph Becker, a state prisoner, alleged that defendants repeatedly breached a settlement reached in his civil-rights action. During a 2020 settlement conference, the material settlement terms were placed on the record, but the magistrate judge stated that the terms would be binding only after being reduced to writing and signed. The action was dismissed with prejudice pursuant to the parties' stipulation, which neither referenced a settlement agreement nor reserved federal jurisdiction, and no settlement agreement was filed with or incorporated into the dismissal order.

PROCEDURAL HISTORY

The parties reached settlement terms during a 2020 settlement conference, but the material terms were to be reduced to writing and signed before becoming binding. The action was later voluntarily dismissed with prejudice under Federal Rule of Civil Procedure 41(a)(1)(A)(ii), without a settlement agreement being filed, incorporated, or an express reservation of federal jurisdiction. Plaintiff later alleged repeated breaches and sought to reopen the case; the court recommended denying the request, subject to review by the assigned district judge.

DISPOSITION

other

CASES CITED

- *Gunn v. Minton*, 568 U.S. 251, 256 (2013)
- *Stevedoring Services of America, Inc. v. Eggert*, 953 F.2d 552, 554 (9th Cir. 1992)
- *Kokkonen v. Guardian Life Insurance Co. of America*, 511 U.S. 375, 378, 380-81 (1994)
- *Hajro v. United States Citizenship & Immigration Services*, 811 F.3d 1086, 1099 (9th Cir. 2016)
- *Harry v. Perkins*, 735 Fed. Appx. 296, 297 (9th Cir. 2018)
- *United States v. Sparks*, 685 F.2d 1128, 1129 (9th Cir. 1982)
- *Keeling v. Sheet Metal Workers International Association, Local Union 162*, 937 F.2d 408, 410 (9th Cir. 1991)
- *Kelly v. Wengler*, 822 F.3d 1085, 1095 (9th Cir. 2016)
- *Kang v. Harrison*, 789 Fed. Appx. 68, 69 (9th Cir. 2019)
- *Gonzalez v. Crosby*, 545 U.S. 524, 535 (2005)
- *Hal v. Haws*, 861 F.3d 977, 987-88 (9th Cir. 2017)
- *Wilkerson v. Wheeler*, 772 F.3d 834, 839 (9th Cir. 2014)