

**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

OPINION

(PC) Becker v. Sherman

PER CURIAM.

1 2 3 4 5 6 7

8 UNITED STATES DISTRICT COURT

9 EASTERN DISTRICT OF CALIFORNIA

10 11 JOSEPH BECKER, Case No. 1:16-cv-000828-JLT-HBK (PC) 12 Plaintiff,

FINDINGS AND RECOMMENDATIONS TO

13 v. DENY PLAINTIFF’S MOTION

14 WARDEN SHERMAN, et al., (Doc. No. 163) 15 Defendants. FOURTEEN-DAY OBJECTION

PERIOD 16 17 18 On June 20, 2025, Plaintiff, a state prisoner, filed a letter addressed to the Clerk

claiming 19 that the settlement reached in the above case “way back in 2020” is “being repeatedly

breached 20 by defendants.” (Doc. No. 163). Plaintiff states he has reached out to his previous

counsel but 21 has counsel has not contacted him back and he seeks the court’s “Help!” (Id.).1

The Court 22 construes the letter as motion to reopen this closed case so that Plaintiff may pursue

a claim for 23 breach of the settlement agreement entered into by the parties.

24 PROCEDURAL BACKGROUND

25 A review of this docket reveals that the Court appointed counsel to represent Plaintiff in 26 1

Plaintiff attaches to his letter a copy of the Tuolumne County’s Superior Court’s February 1, 2024

order 27 directing an informal response to Petitioner’s state habeas corpus petition alleging a

breach of the settlement agreement. (Doc. No. 163 at 2-3). The letter does not refer to or explain

the significance of 28 this state court order. 1 this civil rights action. (Doc. No. 22). Plaintiff was

represented throughout these proceedings by 2 various counsel from Lathan & Watkins, LLP. (See

generally docket). On April 23, 2020, at a 3 telephonic settlement conference held before United

States Magistrate Judge Erica P. Grosjean, 4 the Parties reached a settlement of this action. (Doc.

No. 156). The materials terms agreed to at 5 the settlement were placed on the record but the

magistrate judge noted that the “material terms” 6 would “be reduced to writing and once the

terms have been reduced to writing and signed, that 7 will be the binding document.” (Doc. No.

158 at 4-5). The Court takes judicial notice of the 8 docket and pleadings in this case, which

reflect that a settlement agreement was not filed with the 9 court in that action. Further, the

“Stipulation for Voluntary Dismissal With Prejudice” filed on

10 June 19, 2020 in this action does not reference any settlement agreement. (Doc. No. 161). The
11 Stipulation states only that Plaintiff and Defendants “have resolved this case in its entirety.”
(Id.). 12 The June 22, 2020 Order dismissing this action with prejudice specifies that the action
was 13 dismissed pursuant to the stipulation of the Parties in accordance with Fed. R. Civ. P. 14
41(a)(1)(A)(ii) and it did not reference a settlement agreement. (Doc. No. 162).

15 APPLICABLE LAW

16 “Federal courts are courts of limited jurisdiction, possessing only that power authorized by 17
Constitution and statute.” *Gunn v. Minton*, 568 U.S. 251, 256 (2013) (internal quotation marks 18
omitted). “A federal court is presumed to lack jurisdiction in a particular case unless the contrary
19 affirmatively appears.” *Stevedoring Servs. of Am. Inc. v. Eggert*, 953 F.2d 552, 554 (9th Cir. 20
1992). A claim that a settlement agreement that resulted in the dismissal of case was breached by
21 a party does not give rise to federal jurisdiction in a subsequent federal action. *Kokkonen v. 22*
Guardian Life Ins. Co. of Am., 511 U.S. 375, 380-81 (1994) (an agreement that is part of the 23
dismissal of a case in federal court “is not a sufficient basis for a federal court’s jurisdiction”); 24
Hajro v. United States Citizenship & Immigration Servs., 811 F.3d 1086, 1099 (9th Cir. 2016) (a
25 “district court does not have the inherent power to enforce the terms of a settlement agreement
26 under the doctrine of ancillary jurisdiction”); *Harry v. Perkins*, 735 Fed. Appx. 296, 297 (9th
Cir. 27 2018) (an alleged breach of the terms of a private settlement agreement against prison
officials, 28 absent more, is not enforceable in federal court). In general, “[e]nforcement of
[a] settlement 1 agreement . . . whether through award of damages or decree of specific
performance, is more 2 than just a continuation or renewal of the dismissed suit, and hence
requires its own basis for 3 jurisdiction.” *Kokkonen*, 511 U.S. at 378. 4 Alternatively, under Rule
60(b)(6), a district court may relieve a party “from a final 5 judgment, order, or proceeding for ...
any ... reason justifying relief from the operation of the 6 judgment.” However, only
“extraordinary circumstances” justify relief under the rule. *United 7 States v. Sparks*, 685 F.2d
1128, 1129 (9th Cir. 1982). The Ninth Circuit has agreed with its sister 8 circuit that “[r]epudiation
of a settlement agreement that terminated litigation pending before a 9 court co nstitutes an
extraordinary circumstance, and it justifies vacating the court’s prior dismissal 10 order. “ *Keeling*
v. Sheet Metal Workers Int’l Ass’n, Loc. Union 162, 937 F.2d 408, 410 (9th Cir. 11 1991)
(Collecting cases). A court must find that events leading to settlement agreement’s 12 repudiation
were “sufficiently extraordinary” to reopen a case. *Id.* (finding that based on “specific 13 acts,”
the repudiation was “perceived as bad faith noncompliance”). However, repudiation alone 14 is
not an extraordinary circumstance warranting relief under Rule 60(b)(6). See *id.* at 410. Indeed, 15
“[i]n the usual course upon repudiation of a settlement agreement, the frustrated party may sue 16
anew for breach of the agreement and may not ... reopen the underlying litigation after dismissal.”
17 *Id.*

18 ANALYSIS

19 Here, the Court takes judicial notice of its own records which reflect that the dismissal 20

stipulated to by the Parties did not contain an explicit retention of federal jurisdiction and a 21 settlement agreement was not incorporated into the parties' stipulation for dismissal or the district 22 court's order dismissing that action. See, e.g., *Kelly v. Wengler*, 822 F.3d 1085, 1095 (9th Cir. 23 2016) (the stipulation for dismissal explicitly incorporated the parties' settlement agreement, the 24 settlement agreement was attached as an exhibit to the stipulation, and in the agreement “the 25 parties agreed the district court would retain ancillary jurisdiction to enforce the agreement”); 26 *Kokkonen*, 511 U.S. at 381; *Kang v. Harrison*, 789 Fed. Appx. 68, 69 (9th Cir. 2019) (where a 27 district court's dismissal order contained an explicit provision retaining jurisdiction to enforce a 28 settlement agreement, the provision was sufficient to confer subject matter jurisdiction upon that 1 district court to enforce the parties' settlement agreement). 2 Because the order dismissing this case dismissed the action with prejudice without 3 retention of federal jurisdiction, federal jurisdiction over this action terminated upon the Court's 4 dismissal of this action. Accordingly, Plaintiff's allegations that the Defendants have 5 “repeatedly” breached the Settlement Agreement in this action must be raised in state court. See 6 18 U.S.C. § 3626(c)(2). 7 Alternatively, even if the Court construes the motion as brought under Federal Rule of 8 Civil Procedure 60(b)(6), the motion must be brought “within a reasonable time.” *Gonzalez v. 9 Crosby*, 545 U.S. 524, 535 (2005). What constitutes a “reasonable time” is a fact-intensive 10 inquiry. *Hal v. Haws*, 861 F. 3d 977, 987-88 (9th Cir. 2017). Plaintiff provides no facts or 11 explanation as to why he waited to bring this action when he alleges repeated breaches by 12 Defendants. Nor does Plaintiff aver any facts from which this Court could infer any 13 extraordinary circumstances to find repudiation. Notably, Plaintiff is not without recourse as he 14 may file an action in state court should he wish to bring an action against defendants for any 15 alleged breach of the settlement agreement. 16 Accordingly, it is RECOMMENDED: 17 Plaintiff's motion to reopen this case for breach of settlement agreement (Doc. No. 163) is 18 DENIED.

19 NOTICE TO PARTIES

20 These Findings and Recommendations will be submitted to the United States District 21 Judge assigned to this case, pursuant to the provisions of 28 U.S.C. § 636(b)(1). Within 14 days 22 after being served with a copy of these Findings and Recommendations, a party may file written 23 objections with the Court. Id.; Local Rule 304(b). The document should be captioned, 24 “Objections to Magistrate Judge's Findings and Recommendations” and shall not exceed fifteen 25 (15) pages. The Court will not consider exhibits attached to the Objections. To the extent a party 26 wishes to refer to any exhibit(s), the party should reference the exhibit in the record by its 27 CM/ECF document and page number, when possible, or otherwise reference the exhibit with 28 specificity. Any pages filed in excess of the fifteen (15) page limitation may be disregarded by 1 | the District Judge when reviewing these Findings and Recommendations under 28 U.S.C. § 2 | 636(b)(1)(C). A party's failure to file any objections within the specified time may result in the 3 | waiver of certain rights on appeal. *Wilkerson v. Wheeler*, 772 F.3d 834, 839 (9th Cir. 2014). 4 > | Dated: _ August 13, 2025 Wiha Th fares Hack

6 HELENA M. BARCH-KUCHTA

4 UNITED STATES MAGISTRATE JUDGE

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