

FILED

AUG 18 2016

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

EMIR SEHIC,

Plaintiff-Appellant,

v.

WILLIAM VAN ANDERSON and
MAYUKA S. ANDERSON,

Defendants-Appellees.

No. 13-17205

D.C. No. 2:12-cv-03030-DAD

MEMORANDUM*

Appeal from the United States District Court
for the Eastern District of California
Dale A. Drozd, District Judge, Presiding

Submitted August 16, 2016**
San Francisco, California

Before: THOMAS, Chief Judge, and HAWKINS and McKEOWN, Circuit Judges.

Emir Sehic appeals the district court's order dismissing his action and denying his motion to withdraw from an oral settlement agreement. We review the district

* This disposition is not appropriate for publication and is not precedent except as provided by Ninth Circuit Rule 36-3.

** The panel unanimously concludes this case is suitable for decision without oral argument. *See* Fed. R. App. P. 34(a)(2).

court's decision to enforce the settlement agreement for an abuse of discretion, *Wilcox v. Arpaio*, 753 F.3d 872, 875 (9th Cir. 2014), and we affirm.

The district court did not abuse its discretion by enforcing the terms of the oral settlement agreement the parties reached on May 24, 2013. The agreement was complete and uncomplicated, and both parties acknowledged their agreement to the terms on the record. After reaching the agreement, the parties came “into open court and announced that there was a settlement. The settlement contained agreement as to all material terms, which terms were put on the record.” *Doi v. Halekulani Corp.*, 276 F.3d 1131, 1137-39 (9th Cir. 2002) (enforcing a similar oral agreement made of record in open court). There was no need to hold an evidentiary hearing to determine if there was a complete agreement or meeting of the minds, because the parties had already acknowledged as much in open court. *See id.*¹

AFFIRMED.

¹ The district court also retained jurisdiction to enforce the terms of the parties' agreement, and any disputes about ongoing compliance with the agreement may be directed to that court.