

NOT FOR PUBLICATION

FILED

UNITED STATES COURT OF APPEALS

JAN 19 2018

FOR THE NINTH CIRCUIT

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

JORGE TRUJILLO,

Plaintiff-Appellant,

v.

FRANCISCO M. SANCHEZ, M.D.; et al.,

Defendants-Appellees.

No. 17-16650

D.C. No. 2:15-cv-01362-MMD-  
PAL

MEMORANDUM\*

Appeal from the United States District Court  
for the District of Nevada  
Miranda M. Du, District Judge, Presiding

Submitted January 16, 2018\*\*

Before: REINHARDT, TROTT, and HURWITZ, Circuit Judges.

Nevada state prisoner Jorge Trujillo appeals pro se from the district court's judgment enforcing the terms of a settlement agreement in his 42 U.S.C. § 1983 action alleging medical deliberate indifference. We have jurisdiction under 28 U.S.C. § 1291. We review for an abuse of discretion the district court's

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\* 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).

enforcement of a settlement agreement. *Doi v. Halekulani Corp.*, 276 F.3d 1131, 1136 (9th Cir. 2002). We affirm.

The district court did not abuse its discretion in granting defendants' motion to enforce the oral settlement agreement that the parties reached on March 25, 2016, because Trujillo stated that he understood and agreed to the material terms of the agreement during the settlement conference before a neutral mediator. *See id.* at 1136-40 (district court did not abuse its discretion in enforcing settlement agreement where material terms of agreement were read into the record and parties agreed to them).

We do not consider Trujillo's contentions regarding whether the settlement agreement was breached because the district court did not reach this issue.

**AFFIRMED.**