

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

KORTEZ SHIRLEY,)	
)	
Plaintiff,)	
)	
v.)	No. 1:19-cv-01032-JPH-TAB
)	
MARION COUNTY SHERIFFS OFFICE,)	
DEENIK,)	
)	
Defendants.)	

**ENTRY GRANTING UNOPPOSED MOTION TO ENFORCE
SETTLEMENT AGREEMENT**

A telephonic settlement conference was conducted before the Magistrate Judge in this case on June 22, 2020. During the conference, a settlement of the plaintiff's claims was negotiated. Dkt. 66. After the conference, the plaintiff refused to sign the settlement papers and his attorney moved to withdraw due to a "breakdown in the attorney client relationship." Dkt. 67.

The Magistrate Judge conducted a telephonic status conference on August 14, 2020, during which the settlement and counsel's motion to withdraw were discussed. Dkt. 70. During the conference the plaintiff stated that he would not sign any papers and he wanted justice. Counsel's motion to withdraw was granted. *Id.*

Now before the Court is the defendants' motion to enforce the oral settlement agreement. Dkt. 73. The plaintiff has not opposed the motion. Defendants' representations that an agreement was made between the parties are consistent with the Magistrate Judge's Order reporting that a settlement had been reached. Dkt. 66. The agreement was that defendants would pay the plaintiff a sum certain, \$2500.00, in exchange for him dismissing his claims against them. Dkt. 73 at 3.

"Issues regarding the formation, construction, and enforceability of a settlement agreement are governed by local contract law," which means that the law of Indiana controls in this case. *Pohl v. United Airlines, Inc.*, 213 F.3d 336, 338 (7th Cir. 2000). The four elements to form a valid contract in Indiana are offer, acceptance, consideration, and manifestation of mutual assent. *In re Paternity of M.F.*, 938 N.E.2d 1256, 1259 (Ind. Ct. App. 2010). Oral contracts, like the agreement reached in this case, require the parties to agree to all the terms of the contract regardless of whether a written agreement is anticipated. *Keating v. Burton*, 617 N.E. 2d 588, 592 (Ind. Ct. App. 1993). In this case, the plaintiff participated in the settlement conference and was represented by counsel. A plaintiff cannot avoid a valid settlement agreement simply by later changing his mind. *Stokes v. Clark, et al.*, No. 1:18-CV-1613-JMS-TAB, 2020 WL 6065626, at *2 (S.D. Ind. Sept. 23, 2020).

All elements of a valid contract were met during the settlement conference. The plaintiff has presented no basis on which the Court should decline to enforce the agreement reached by the parties on June 22, 2020. Accordingly, the defendants' motion to enforce settlement agreement, dkt. [73], is **GRANTED**.

Defendants shall tender the \$2500.00 to the plaintiff. Defendants shall file a notice with the Court **within seven (7) days** thereafter that payment has been made. This action is dismissed with prejudice. Judgment consistent with this Entry will issue after the Court has been notified that the payment has been made.

SO ORDERED.

Date: 10/20/2020

James Patrick Hanlon

James Patrick Hanlon
United States District Judge
Southern District of Indiana

Distribution:

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