

<b>Category</b>	<b>Court Document</b>
<b>Title</b>	<b>Religious Technology Center vs. Grady Ward</b>
<b>Source</b>	<b>Internet newsgroup "alt.religion.scientology"</b>
<b>Author</b>	<b>Judges O'Scannlain, Tallman &amp; King</b>
<b>Date</b>	<b>April 19<sup>th</sup>, 2002</b>

**Contents:**

RELIGIOUS TECHNOLOGY CENTER, a California non-profit corporation, Plaintiff-Appellant, v. GRADY WARD, an individual, Defendant-Appellee.

No. 01-16110

UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

2002 U.S. App. LEXIS 7428

April 10, 2002, Argued & Submitted, San Francisco, California

April 19, 2002, Filed

NOTICE: [\*1] RULES OF THE NINTH CIRCUIT COURT OF APPEALS MAY LIMIT CITATION TO UNPUBLISHED OPINIONS. PLEASE REFER TO THE RULES OF THE UNITED STATES COURT OF APPEALS FOR THIS CIRCUIT.

PRIOR HISTORY: Appeal from the United States District Court for the Northern District of California. D.C. No. CV-96-20207-JF. Jeremy Fogel, District Judge, Presiding.

DISPOSITION: AFFIRMED.

COUNSEL:

For RELIGIOUS TECHNOLOGY CENTER, Plaintiff - Appellant:

Helena K. Kobrin, Esq., MOXIN & KOBRIN, Los Angeles, CA.

For RELIGIOUS TECHNOLOGY CENTER, Plaintiff - Appellant: Samuel D. Rosen, Esq., PAUL, HASTINGS, JANOFSKY & WALKER LLP, New York, NY.

For RELIGIOUS TECHNOLOGY CENTER, Plaintiff - Appellant: Louisa G. Weix, Esq., Joshua C. Irwin, Esq., PAUL, HASTINGS, JANOFSKY & WALKER LLP, San Francisco, CA.

For RELIGIOUS TECHNOLOGY CENTER, Plaintiff - Appellant: William T. Drescher, Esq., DRESCHER & DRESCHER, PC, Calabasas, CA.

For GRADY WARD, Defendant - Appellee: Daniel A. Leipold, Esq., LEIPOLD DONOHUE & SHIPE, Santa Ana, CA.

JUDGES: Before: O'SCANNLAIN and TALLMAN, Circuit Judges, and KING, District Judge. \*\*

\*\* The Honorable Samuel P. King, Senior United States District Judge for the District of Hawaii, sitting by designation. [\*2]

OPINION: MEMORANDUM \*

\* This disposition is not appropriate for publication and may not be cited to or by the courts of this circuit except as may be provided by 9th Cir. R. 36-3.

Religious Technology Center ("RTC") appeals the district court's denial of its motion to execute on the judgment. The facts and prior proceedings are known to the parties; they are not recited herein, except as necessary.

The district court possessed authority to determine whether Ward triggered RTC's right to execute on the judgment. The district court retained ancillary jurisdiction over issues regarding breach of the settlement agreement because the court's settlement order incorporated the terms of the agreement. See *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 381, 128 L. Ed. 2d 391, 114 S. Ct. 1673 (1994).

RTC had no right to execute on the judgment because Grady Ward did not materially breach the settlement agreement. See *First Interstate Bank of Idaho v. Small Bus. Admin.*, 868 F.2d 340, 343 (9th Cir. 1989); [\*3] Restatement (Second) of Contracts § 241 (1979). Ward reasonably assumed that the \$ 10,000 obligation was conditioned on his receiving an advance from his book deal. Indeed, the plain language of the settlement agreement suggests that the obligation is conditional. When the district court determined that the obligation was unconditional, Ward promptly offered to pay the full amount plus interest. In these circumstances, Ward's delay in tendering the \$ 10,000 is not a material breach of the agreement. See, e.g., *First Interstate Bank of Idaho*, 868 F.2d at 343.

AFFIRMED.