

COURTHOUSE NEWS

A Summary of Topical Highlights from decisions of the
U.S. District Court for the District of Oregon
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Punitive Damages

Plaintiff James Patton filed a Complaint against Defendant Target Corporation alleging a common-law wrongful-discharge claim. Beginning June 12, 2007, Judge Brown held a four-day jury trial resulting in a jury Verdict in favor of Plaintiff against Defendant, which included a punitive-damages award in favor of Plaintiff in the amount of \$900,000. On June 18, 2007, Judge Brown entered the Verdict.

On August 30, 2007, before any post-trial motions were filed or a judgment on the Verdict was entered, Plaintiff and Defendant filed their Joint Motion to Approve Form of Judgment to dismiss the matter pursuant to a settlement agreement. On September 4, 2007, the State of Oregon filed

a Motion to Intervene in order to object to the Stipulated Final Judgment on the ground that the settlement agreement was reached without regard to the State's status as a "judgment creditor" of a share of the punitive-damages award under Oregon's split-recovery statute, ORS 31.735.

Judge Brown granted the State's Motion to Intervene. The State then filed a Complaint in Intervention seeking to protect its asserted interest in the punitive-damages award. In its Complaint, the State requests the court reject the Stipulated Final Judgment of the Plaintiff and Defendant because that Judgment would hinder the State's ability to protect its alleged "vested" interest in the punitive-damages award.

Judge Brown held the State of Oregon

becomes a judgment creditor under § 31.735 only upon entry of a judgment that includes an award of punitive damages. Accordingly, Judge Brown granted the Joint Motion to Approve Form of Judgment and entered the Stipulated Final Judgment.

Patton v. Target

CV 03-1722-BR

(Opinion, 2/8/08)

Plaintiff's Counsel:

Nathan A. Karman

Defense Counsel: John

M. Cowden

Naturalization

Plaintiff Parra-Rodeles filed suit on September 10, 2007, suing defendants in their official capacities for their failure to adjudicate his naturalization application within the statutorily allotted time frame. Because of a 1996 firearms conviction, Immigration and Customs Enforcement instituted removal proceedings against

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plaintiff on September 27, 2007. Although 8 U.S.C. § 1447(b) allows a district court to assume jurisdiction over naturalization applications that the United States Citizenship and Immigration Services (USCIS) has failed to adjudicate within 120 days, Judge Aiken exercised her discretion under the statute to remand the issue to the USCIS. She instructed the agency to make a determination on the application at the conclusion of removal proceedings, finding that (1) Congress intended that USCIS adjudicate naturalization applications in the first instance; and (2) pursuant to 8 U.S.C. § 1429, it was not appropriate to adjudicate the application while removal proceedings were pending against the plaintiff.

Rodeles v. United States Citizenship and Immigration Services
CV 07-1345-AA
(Opinion, 2/1/08)
Plaintiff's counsel:
Nicole H. Nelson

Defense counsel: James Cox, Jr.

Breach of Contract

In an action brought by a former student against his former educational institution alleging breach of contract, Judge Papak recommended that the motion for summary judgment filed by defendant Western States Chiropractic College be denied, and that defendant's alternate motion for partial summary judgment be granted as to the specific performance requested by plaintiff and denied in all other respects.

Judge Papak found that the court had jurisdiction over plaintiff's claim because Oregon's so-called "writ of review" procedure codified at O.R.S. 34.010 to 34.102 does not provide the exclusive remedy available to a plaintiff challenging an educational institution's decision not to award a degree where the adverse decision is alleged to have been in breach of a contractual obligation. Judge Papak further denied summary judgment for

defendant because a reasonable trier of fact could find defendant liable for breach of contract. Judge Papak noted, however, that the record before the court had not been developed as to whether defendant owed plaintiff any of the contractual obligations asserted or as to whether defendant's conduct had actually breached any obligation owed. Judge Papak recommended that partial summary judgment be entered in defendant's favor as to plaintiff's prayer for specific performance, which requested injunctive relief to require defendant to confer on plaintiff a degree in chiropractic medicine. Judge Mosman adopted Judge Papak's Findings and Recommendation.

Blincoe v. Western States Chiropractic College,
CV 06-998-PK
(Opinion, 02/06/08)
Plaintiff's Counsel:
Lisa R. Johnston-Porter
Defense Counsel: Frank A. Moscato