



minimum under 28 U.S.C. § 1332. The amount of the settlement agreement at issue is only \$60,000. Plaintiff claims an additional \$17,247 in attorney's fees, however. Attorney's fees help satisfy the amount-in-controversy requirement when they are recoverable as a matter of right. Givens v. W.T. Grant Co., 457 F.2d 612, 614 (2d Cir. 1972), vacated on other grounds, 409 U.S. 56 (1972). The settlement agreement gives plaintiff a right to recover attorney's fees. Thus, the jurisdictional minimum is satisfied.

## II. Legal Standard

Summary judgment may be granted when there is no "genuine issue as to any material fact" and the movant is "entitled to judgment as a matter of law." Fed. R. Civ. P. 56(c). To withstand a properly supported motion for summary judgment, the opposing party must come forward with "specific facts showing that there is a genuine issue for trial." Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 255 (1986). When the opposing party fails to submit a response to the motion, the court may accept the movant's factual assertions as true. See D. Conn. L. Civ. R. 56(a)1 ("All material facts set forth in [the movant's 56(a)1] statement will be deemed admitted unless controverted ..."). "Even when a motion for summary judgment is unopposed," however, "the district court is not relieved of its duty to decide whether the movant is entitled to judgment as a matter of law." Vermont Teddy Bear Co. v. 1-800 Beargram Co., 373 F.3d 241, 242 (2d Cir. 2004).

III. Discussion

In support of its claim for breach of contract, plaintiff alleges that the parties settled the prior action based on defendant's promise to pay plaintiff a total of \$60,000 at scheduled intervals. Plaintiff further alleges that defendant has failed to make any payments and that, as a result, plaintiff has suffered damages, including loss of money due and owing under the settlement agreement and the expense of pursuing this action to enforce the agreement. Defendant has not disputed these factual allegations, which are therefore accepted as true. Given these undisputed facts, a reasonable juror would be bound to find in favor of the plaintiff on its claim for breach of contract.

Accordingly, the motion for partial summary judgment [doc. #21] is hereby granted.

So ordered.

Dated at Hartford, Connecticut this 10th day of May 2007.

\_\_\_\_\_/s/\_\_\_\_\_  
Robert N. Chatigny  
United States District Judge