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6 **IN THE UNITED STATES DISTRICT COURT**  
7 **FOR THE DISTRICT OF ARIZONA**  
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9 Todd Raines,

10 Plaintiff,

11 v.

12 Corrections Corporation of America, et al.,

13 Defendants.  
14

No. CV-10-01817-PHX-DGC

**ORDER**

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16 Plaintiff Todd Raines is currently confined at Saguaro Correctional Center  
17 (“SCC”) in Eloy, AZ. In 2010, Raines filed suit for religious discrimination against  
18 Corrections Corporation of America (“CCA”), which owns and manages SCC, and five  
19 SCC employees. Doc. 1. The parties ultimately settled, and on November 16, 2011, the  
20 Court received a signed stipulation from Raines dismissing all claims. Doc. 100. On  
21 November 22, 2011, the Court dismissed the action with prejudice, entered a final  
22 judgment, and closed the case. Doc. 101. Nearly four years later, on July 1, 2015,  
23 Raines filed a “Motion to Disaffirm the Nonbinding Settlement Agreement,” which is  
24 now before the Court. Doc. 102. The matter is fully briefed, and neither party has  
25 requested oral argument. The Court will deny the motion.

26 **I. Legal Standard.**

27 Because a final judgment has been entered in this matter and the case is closed, the  
28 Court construes Raines’ motion as one brought pursuant to Rule 60(b). Under that rule, a

1 court may grant a motion for relief from a final judgment or order “only upon a showing  
2 of (1) mistake, surprise, or excusable neglect; (2) newly discovered evidence; (3) fraud;  
3 (4) a void judgment; (5) a satisfied or discharged judgment; or (6) ‘extraordinary  
4 circumstances’ which would justify relief.” *Fuller v. M.G. Jewelry*, 950 F.2d 1437, 1442  
5 (9th Cir. 1991) (quoting Fed. R. Civ. P. 60(b)). “A motion under Rule 60(b) must be  
6 made within a *reasonable time* – and for reasons (1), (2), and (3) no more than a year  
7 after the entry of the judgment or order or the date of the proceeding.” Fed. R. Civ. P.  
8 60(c)(1) (emphasis added).<sup>1</sup>

## 9 **II. Analysis.**

10 Raines argues that the settlement agreement should be set aside because he signed  
11 it under duress. He raises several other claims unrelated to his original case, specifically  
12 that Defendant Ben Griego has retaliated against him, that he has been denied access to  
13 the law library, and that Defendants have not provided accommodations for his extensive  
14 list of physical impairments. The motion will be denied for several reasons.

15 First, the motion is untimely. Rule 60(b) motions must be filed within a  
16 reasonable time after judgment. Raines waited more than three and one-half years to file  
17 a motion to set aside the settlement agreement, claiming that he was under duress when  
18 he signed it. These circumstances should have been raised with the Court when the  
19 agreement was negotiated, and if not then, within a reasonable amount of time after the  
20 Court entered judgment. Raines provides no legitimate excuse for such a lengthy delay,  
21 and the Court finds the three and one-half years unreasonable. *See United States v. Soto-*  
22 *Valdez*, No. CV-99-1591-PHX-RCB, 2013 WL 5297142, at \*12 (D. Ariz. Sept. 19, 2013)  
23 (noting that “[c]ourts have routinely held that delays of less than three years in seeking  
24 Rule 60(b)(6) relief are not reasonable” and listing cases).

25 Second, even if the motion was timely, it is meritless. Generally, the release of  
26 claims brought pursuant to 42 U.S.C. § 1983 is governed by federal law. *See Hisel v.*

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28 <sup>1</sup> Raines cannot rely on Rule 59(e), as a motion to alter or amend a judgment must  
be filed within 28 days after entry of the judgment.

1 *Upchurch*, 797 F. Supp. 1509, 1517-18 (D. Ariz. 1992) (“In particular, release of a civil  
2 rights claim has been held to be controlled by federal common law. Such is the rule  
3 regarding a release of claims arising under 42 U.S.C. § 1983, as in the case at hand.”).  
4 Federal courts apply the general principles of contract law in determining the validity of a  
5 settlement agreement, *see id.* at 1518-19, and the burden is on the party attacking the  
6 settlement to show that the agreement was “tainted with invalidity,” *Callen v.*  
7 *Pennsylvania R. Co.*, 332 U.S. 625, 630 (1948). “A release of claims under § 1983 is  
8 valid only if it results from a decision that is ‘voluntary, deliberate, and informed.’”  
9 *Hisel*, 797 F. Supp. at 1519 (quoting *Jones v. Taber*, 648 F.2d 1201, 1203 (9th Cir.  
10 1981)).

11 Raines claims that Defendants told him he “would be administratively segregated  
12 on October 27, 2011 unless [he] agreed to a Settlement Agreement[.]” Doc. 102 at 6.  
13 But Raines never brought this allegation to the Court before he signed the agreement on  
14 November 15, 2011. In fact, Raines raised no complaints with the agreement for nearly  
15 four years, and he does not dispute that he has received the benefits of the agreement,  
16 which included a monetary payment, reinstatement of prison employment, designation of  
17 religion, and participation in the prison’s kosher meal program. Doc. 104 at 8, n.2.  
18 There is no evidence that Raines lacked the mental capacity to enter into the agreement or  
19 that he did not understand the consequences of releasing his claims. Raines cannot now  
20 be heard to complain of his voluntary and informed decision to settle with Defendants.

21 Third, the settlement agreement released Defendants from any and all “claims of  
22 liability arising from [Raines’] incarceration at [SCC] . . . , including any and all liability  
23 on account of any and all alleged damages and/or injuries sustained or incurred by  
24 [Raines] . . . that allegedly took place on or about March 23, 2010 – October 20, 2011[.]”  
25 *Id.* at 15. This specifically included any claims arising out of “alleged subsequent  
26 retribution and retaliation” by all Defendants. *Id.* Thus, to the extent that Raines  
27 complains of Defendants’ conduct during the period covered by the agreement, these  
28 claims are barred. *See* Doc. 109 at 4, 5. In addition, the Court will not address Raines’

1 new claims relating to his alleged disabilities and the circumstances surrounding his  
2 access to the law library as these claims were not contained in his original complaint and  
3 a Rule 60(b) motion cannot be used to raise new claims in a closed case.

4 **IT IS ORDERED** that Raines' motion to disaffirm the settlement agreement  
5 (Doc. 102) is **denied**.

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Dated this 17th day of August, 2015.



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David G. Campbell  
United States District Judge