

1 WO
2
3
4

5 **IN THE UNITED STATES DISTRICT COURT**
6 **FOR THE DISTRICT OF ARIZONA**
7

8 Riki Rashaad Muhammad,
9 Plaintiff,

No. CV 11-1890-PHX-SMM (JFM)

10 vs.

ORDER

11 Arizona Department of Corrections, et
12 al.,
13 Defendants.
14

15 Before the Court is Plaintiff Riki Rashaad Muhammad's "Complaint to Recover
16 Unpaid Sum," which seeks a judgment against Defendants in the amount of \$375 (Doc.
17 103).

18 The Court will deny the Muhammad's request for a judgment against Defendants.

19 **I. Background**

20 Muhammad brought this pro se civil rights Complaint under 42 U.S.C. § 1983
21 against multiple Arizona Department of Corrections officials (Doc. 25 at 2, 29). He set
22 forth four counts for relief, three of which related to his status as a Muslim and asserted
23 claims under the First Amendment, the Religious Land Use and Institutionalized Persons
24 Act (RLUIPA), and the Equal Protection Clause, and one that alleged a threat-to-safety
25 claim under the Eighth Amendment (*id.* at 4, 8-20, 29-30). In July 2014, Muhammad and
26 Defendants Charles Ryan, Laura Krause, Mike Linderman, and Jeff Lind filed a
27 Stipulation for Partial Dismissal to dismiss the First Amendment, RLUIPA, and equal-
28 protection claims (Doc. 71). On July 30, 2014, pursuant to the Stipulation, the Court

1 dismissed those claims and Defendants with prejudice, leaving the threat-to-safety claim
2 against Defendant Barbara Ams as the sole remaining claim (Doc. 76).

3 On December 31, 2014, Muhammad filed his Complaint stating that Defendants
4 had not yet paid the sum agreed to in the Settlement Agreement, nor had defense counsel
5 responded to Muhammad's inquires about the issue (Doc. 103). Muhammad therefore
6 requests a judgment be entered against Defendants in the amount they had agreed to pay
7 him—\$375.00 (Doc. 103).

8 In response, Defendants assert that Muhammad provided a copy of the Settlement
9 Agreement in violation of the confidentiality clause therein, that the Court does not have
10 Article III jurisdiction over the dispute, and that the sum due has been placed into transit
11 and should be submitted into Muhammad's account within 7-10 days (Doc. 104).

12 Muhammad did not file a reply.

13 **II. Discussion**

14 Where the parties to an action have executed a stipulation for dismissal with
15 prejudice, and the district court then dismisses the action with prejudice, the “dismissal
16 ‘terminate[s] the district court’s jurisdiction except for the limited purpose of reopening
17 and setting aside the judgment of dismissal within the scope allowed by [Federal Rule of
18 Civil Procedure] 60(b).”¹ *Jones v. Bank of Am., N.A.*, CV 09-2129-PHX-JAT, 2011 WL
19 1119612, at *2 (D. Ariz. March 28, 2011) (quoting *Hinsdale v. Farmers Nat’l Bank &*
20 *Trust Co.*, 823 F.2d 993, 995-96 (6th Cir. 1987)); see *DHX, Inc. v. Allianz AGF MAT,*
21 *Ltd.*, 425 F.3d 1169, 1176 (9th Cir. 2005) (a district court has discretion to consider a
22 request for vacatur of a judgment pursuant to Rule 60(b)). A motion under Rule 60(b) is
23 appropriate if one party seeks to enforce or disputes the terms in a stipulation and notice
24 of dismissal; it is not appropriate where a party simply wishes to unilaterally vacate an
25 order of dismissal. See *Jones*, 2011 WL 1119612, at *2; see also *Hinsdale*, 823 F.2d at

26
27 ¹ Under Rule 60(b), a court may relieve a party from a final judgment or order for
28 the following reasons: (1) mistake, inadvertence, surprise, or excusable neglect; (2) newly
discovered evidence; (3) fraud, misrepresentation, or misconduct by an opposing party;
(4) the judgment is void; (5) the judgment has been satisfied, released or discharged; or
(6) any other reason that justifies relief.

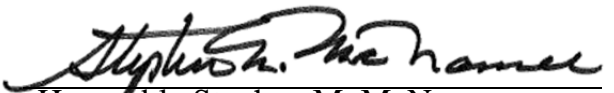
1 996 (parties may seek enforcement of the settlement agreement “only by means of an
2 independent action for specific performance or by means of a Rule 60(b) motion to
3 vacate the prior order of dismissal for the purpose of enforcing the agreement”).

4 Instead of filing a separate action for specific performance or a Rule 60(b) motion
5 to set aside the judgment of dismissal, Muhammad asks the Court to specifically enforce
6 the Settlement Agreement. The Court does not have jurisdiction to enforce the
7 Settlement Agreement without having first vacated the prior Order of dismissal. *See*
8 *Hinsdale*, 823 F.2d at 996. Even if the Court construed Muhammad’s Complaint as a
9 Rule 60(b) motion to set aside the prior Order, he fails to present any reasons that support
10 relief under the Rule. *See* Fed. R. Civ. P. 60(b)(1)-(6).

11 Regardless, Defendants indicate that the money Muhammad seeks is to be placed
12 into his account (Doc. 104). In failing to file a reply, it appears to the Court that
13 Muhammad request’s is moot.

14 **IT IS ORDERED that** the reference to the Magistrate Judge is withdrawn as to
15 Plaintiff Muhammad’s “Complaint to Recover Unpaid Sum,” which is docketed as a
16 motion (Doc. 103), and the Complaint/motion is **denied**.

17 DATED this 19th day of May, 2015.

18
19 
20 Honorable Stephen M. McNamee
21 Senior United States District Judge
22
23
24
25
26
27
28