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6 Attorneys for Plaintiff  
 TIMOTHY CRAYTON

8 UNITED STATES DISTRICT COURT  
 9 EASTERN DISTRICT OF CALIFORNIA

10 TIMOTHY CRAYTON  
 11 Mr. Crayton,  
 12 vs.  
 13 A. HEDGPETH; K. HARRINGTON; and L.  
 14 WOOD  
 15 Defendants.

Case No. C 08-00621 WHA (NJV) (PR)

**STIPULATION AND ~~PROPOSED~~  
 ORDER MODIFYING UPCOMING DATES**

Judge: Hon. William H. Alsup  
 Courtroom: 8

1 On December 27, 2013, the parties attended a settlement conference before Magistrate Judge  
2 Vadas and agreed to a settlement of this case. At that time, Plaintiff Timothy Crayton (“Mr.  
3 Crayton”) was informed that CDCR normally takes approximately 180 days from the time final  
4 settlement papers are signed before settlement funds are dispersed. For this reason, the parties asked  
5 this Court to vacate all hearing dates and to hold the case in abeyance until the settlement funds were  
6 paid.

7 Defendants prepared Settlement and Release papers that were received and approved by Mr.  
8 Crayton’s counsel and sent to Mr. Crayton. Mr. Crayton has advised that he is concerned that the  
9 Release papers could be interpreted to cover additional actions other than those in his First Amended  
10 Complaint. He asked that we clarify the settlement papers to make it clear that he is dismissing with  
11 prejudice his First Amended Complaint, including the RICO Counts, but that his release does not  
12 cover or extend to other pending (and contemplated litigation) to include efforts he is making to  
13 overturn his underlying conviction through a Habeas Petition or to enforce other judgments he has  
14 obtained from other courts. He also continues to seek access to an ADA typewriter for his legal  
15 efforts.

16 The parties have amended the “Recitals” paragraph to make it clear that the release in this  
17 case that “. . . This Agreement covers all of the claims and allegations in the Complaint against  
18 Defendants and any past or current employees of CDCR based on the allegations in the Complaint. It  
19 does not cover other pending litigation, including but not limited to, Plaintiff’s Habeas Petition.”

20 Therefore, for good cause shown, the parties request that the Court give us until January 27,  
21 2014 to file final settlement papers with the Court.

22 IT IS SO STIPULATED.

23 Respectfully submitted,

24 K&L GATES LLP

25 Dated: January 13, 2013

26 By: /s/ Jeffrey L. Bornstein

27 Jeffrey L. Bornstein  
28 Claudia A. Quiroz  
Attorneys for Plaintiff  
TIMOTHY CRAYTON

1  
2 ATTORNEY GENERAL OF CALIFORNIA

3 Dated: January 13, 2013

4 By: /s/ Elliott T. Seals  
5 Elliott T. Seals  
6 Deputy Attorney General  
7 Attorneys for Defendants  
8 A. HEDGPETH, K. HARRINGTON, and  
9 L. WOOD

10 **ECF ATTESTATION**

11 I, Jeffrey L. Bornstein, attest that concurrence in e-filing this STIPULATION AND  
12 [PROPOSED] ORDER MODIFYING UPCOMING DATES has been obtained from signatory Elliott  
13 T. Seals, in compliance with General Order 45, X.B.

14 Dated: January 13, 2010


15 By: /s/ Jeffrey L. Bornstein  
16 Jeffrey L. Bornstein

17 **~~PROPOSED~~ ORDER**

18 Based on the stipulation of the parties and for good cause shown, IT IS HEREBY ORDERED  
19 that the parties shall have until January 27, 2014 to file final settlement papers with the Court.

20 IT IS SO ORDERED.

21 Dated: January 14, 2014

22 By:   
23 Judge William Alsup  
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25  
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