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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

WILLIAM J. GRADFORD,

Plaintiff,

vs.

STANISLAUS PUBLIC SAFETY CENTER,
et al.,

Defendants.

1:17-cv-01248-DAD-GSA-PC

**FINDINGS AND RECOMMENDATIONS,
RECOMMENDING THAT DEFENDANT
FLORES’S MOTION TO DISMISS BE
GRANTED
(ECF No. 54.)**

**OBJECTIONS, IF ANY, DUE IN
FOURTEEN (14) DAYS**

I. BACKGROUND

William J. Gradford (“Plaintiff”) is a former jail inmate proceeding *pro se* and *in forma pauperis* with this civil rights action pursuant to 42 U.S.C. § 1983. On September 18, 2017, Plaintiff filed the Complaint commencing this action. (ECF No. 1.) This action now proceeds with Plaintiff’s First Amended Complaint filed on August 22, 2018, against defendant Sergeant Flores¹ (“Defendant”) for use of excessive force against Plaintiff in violation of the Eighth Amendment. (ECF No. 15.)²

¹ Sued as Sergeant Florres.

² On August 16, 2019, the court issued an order dismissing all other claims and defendants from this action. (ECF No. 22.)

1 On August 6, 2020, the court issued an order requiring the parties to notify the court
2 whether a settlement conference would be beneficial in this case. (ECF No. 47.) On August 12,
3 2020, defense counsel responded to the order informing the court that he does not believe a
4 settlement conference would be beneficial. (ECF No. 48.) Defense counsel reported that
5 Defendant's employer, the County of Stanislaus, already settled this and several other pending
6 cases brought by Plaintiff, however Plaintiff has taken the position that the settlement is not
7 valid. (Id.) On August 14, 2020, Plaintiff responded to the court's order and informed the court
8 that a settlement conference would be beneficial because Defendant's attorney and others have
9 taken advantage of Plaintiff in the present case and another case he filed at this court. (ECF No.
10 49.)³

11 On September 8, 2020, Defendant Flores filed a motion for an order enforcing the
12 settlement and dismissing this case. (ECF No. 54.) On October 26, 2020, Plaintiff filed an
13 opposition to the motion. (ECF No. 56.) Defendant Flores's motion is now before the court.
14 Local Rule 230(l).

15 **II. DEFENDANT'S MOTION**

16 Defendant Flores moves to enforce the parties' settlement agreement and dismiss this
17 action pursuant to a release of claims in which Plaintiff agreed to release and discharge the
18 County of Stanislaus and its employees from any and all claims that Plaintiff may have against
19 them, and to dismiss all pending actions, including this case, in exchange for the payment of
20 \$3,000, which payment was made. Defendant submits a two-page document titled Release of
21 All Claims, dated and signed by William Gradford on May 7, 2019, which states in part:

22 "The County of Stanislaus is paying to William Gradford the sum of
23 \$3,000.00 in exchange for which William Gradford agrees to release and
24 discharge the County of Stanislaus, its employees, and/or representatives of and
25 from any and all claims, demands, actions or causes of action, known or unknown,
26

27
28 ³ Plaintiff requested the court to "[p]lease see [the] reply brief in Gradford v. Tiexiera, et al., #
1:17-cv-00202-DAD-GSA-PC ." Gradford v. Tiexiera, et al. was dismissed by this court on January 5, 2018.

1 which William Gradford may have against the County of Stanislaus, its
2 employees, and/or representatives and to dismiss all pending actions, with the
3 parties to those actions to bear their own fees and costs.”

4 (ECF No. 54 at 8.)

5 Defendant asserts that as of May 1, 2019, Plaintiff had at least six active cases in
6 the Eastern District involving the County of Stanislaus and its employees (all custodial
7 staff). Defendants, represented by Dan Farrar, had appeared in three of the cases and had
8 not been served in any other.

9 The cases in which defendants had appeared were:

10 Gradford v. Lignoski, 1:17-cv-01460-DAD-GSA

11 Gradford v. Tiexiera, 1:17-cv-00201-DAD-GSA

12 Gradford v. McDougal, 1:17-cv-00575-DAD-GSA

13 The unserved cases were:

14 Gradford v. Guiltron, 1:18-cv-01364-DAD-GSA

15 Gradford v. Chan, 1:18-cv-00710-DAD-GSA

16 Gradford v. Flores, 1:17-cv-01248-DAD-GSA

17 Defendant argues that Plaintiff is an adult; appears to be of sound mind, as evidenced by
18 initiating over a dozen cases in the Eastern District and filing numerous motions in many of them;
19 and, is presumed to be competent to contract under the Due Process in Competence
20 Determinations Act, California Probate Code section 801 et seq. In addition, Defendant argues
21 that Plaintiff’s signature on the release, and on the stipulations for dismissal, filed in the three
22 cases mentioned above are evidence of Plaintiff’s consent to the terms of the settlement. Also,
23 Defendant argues that two federal requirements – the agreement must be a complete agreement,
24 and the parties have agreed to the terms of the settlement – have been met.

25 Defense counsel, Dan Farrar, declares under penalty of perjury, as follows:

26 I have represented Stanislaus County custodial personnel in a number of
27 cases filed by Mr. Gradford. As of May 1, 2019, I was attorney of record in three
28 cases, Gradford v. Lignoski, 1:17-cv-01460-DAD-GSA, Gradford v. Tiexiera,

1 1:17-cv-00201-DAD-GSA, and Gradford v. McDougal, 1:17-cv-00575-DAD-
2 GSA. I was aware of at least three other cases which had not yet been served,
3 including the instant case.

4 In Gradford v. Tiexiera, 1:17-cv-00201, as the settlement conference date
5 (May 15, 2019) approached, Mr. Gradford filed a request with the court that all
6 of his federal lawsuits be discussed at the settlement conference. (Doc. 85.) The
7 request was granted, and the court's order identified six active cases. (Doc. 86.)

8 In late April or early May of 2019, Mr. Gradford approached me about
9 settling all of his cases at once. I do not recall the specifics of the negotiations,
10 but the County of Stanislaus ultimately offered to pay Mr. Gradford a total of
11 \$3,000, in exchange for a dismissal of all pending actions and a release of all
12 claims. Mr. Gradford accepted the offer.

13 On May 7, 2019, I met with Mr. Gradford in Modesto. I provided him
14 with the settlement check in the sum of \$3,000.000. He signed a release as well
15 as stipulations and proposed orders of dismissal of the cases in which defendants
16 had not been served. Attached hereto as Exhibit A is the settlement agreement
17 signed by Mr. Gradford on May 7, 2019.

18 I filed the stipulations of dismissal in the three cases in which I was
19 attorney of record and orders of dismissal were issued.

20 Mr. Gradford did not dismiss the three unserved cases, including the
21 instant case. Over the last several months, he has contacted me several times,
22 asking/offering to settle all cases, including the cases we already settled.

23 (Farrar Declaration, ECF No. 54 at 5-6 ¶¶ 3-8.)

24 **Plaintiff's Opposition**

25 In opposition, Plaintiff acknowledges that he filed multiple claims against Stanislaus
26 County deputies from 2016 to 2020 and alleges that he was constantly and badly mistreated,
27 retaliated against, and received death threats. In a fourteen-page narrative Plaintiff recounts
28 mistreatment against him by deputies, defense counsel, and family members that led him to

1 complain to government agencies and file cases in court. He requests the court to re-examine all
2 of his records, files and cases, call his witnesses to testify in court, deny Defendant's motion to
3 dismiss and schedule a settlement conference.

4 **III. DISCUSSION**

5 “[I]t is well settled that a court has inherent power to enforce summarily a settlement
6 agreement involving an action pending before it.” Brown v. San Diego State University
7 Foundation, No. 3:13-CV-2294-GPC-NLS, 2015 WL 4545857, at *2 (S.D. Cal. July 28, 2015)
8 (internal quotation marks omitted) (quoting In re Suchy, 786 F.2d 900, 903–04 (9th Cir. 1985)
9 (citations omitted); see also Ford v. Citizens and Southern Nat. Bank, Cartersville, 928 F.2d 1118,
10 1121 (11th Cir. 1991); Warner v. Rossignol v. State Farm Mutual Automobile Insurance
11 Company, 513 F.2d 678, 680–83 (1st Cir. 1975); In re Gerry, 670 F.Supp. 276, 277 n. 2 (N.D.
12 Cal. 1987), *aff'd sub nom.* Adams v. Johns–Manville Corp., 876 F.2d 702 (9th Cir. 1989)); accord
13 Doi v. Halekulani Corp., 276 F.3d 1131, 1141 (9th Cir. 2002).

14 “The interpretation and enforcement of a settlement agreement is generally governed by
15 principles of state contract law.” Day v. Ryan, No. CV1901091PHXJATJFM, 2020 WL
16 3414699, at *5 (D. Ariz. June 19, 2020) (internal quotation marks omitted) (quoting see Botefur
17 v. City of Eagle Point, 7 F.3d 152, 156 (9th Cir. 1993); Hisel v. Upchurch, 797 F. Supp. 1509,
18 1517 (D. Ariz. 1992). But “conditions affecting the validity of a release of significant federal
19 rights are eminently a matter of federal law.” Day, 2020 WL 3414699, at *5 (quoting Jones v.
20 Taber, 648 F.2d 1201, 1203 (9th Cir. 1981); Hisel, 797 F. Supp. at 1517)). Thus, federal common
21 law controls the effect and interpretation of a release of a § 1983 claim, and it is unnecessary to
22 examine state law. Day, 2020 WL 3414699, at *5 (citing Hisel, 797 F.Supp. at 1517-18 (citing
23 Town of Newton v. Rumery, 480 U.S. 386, 392 (1987)); see Jones, 648 F.2d at 1203 (in
24 analyzing whether a release of federal rights is valid, it is unnecessary to examine state
25 authorities)). In applying federal law, courts are free to draw upon all relevant sources of
26 common law, including “general principles of contract.” Day, 2020 WL 3414699, at *5 (quoting
27 Hisel, 797 F. Supp. at 1518).

1 A release of claims for violations of civil and constitutional rights must be voluntary,
2 deliberate, and informed. Jones, 648 F.2d at 1203. “There are both subjective and objective
3 aspects to each of these elements.” Id. Whether a release is voluntary, deliberate, and informed
4 is determined on a case-by-case basis considering the totality of the circumstances surrounding
5 the execution of the release. See Stroman v. West Coast Grocery Co., 884 F.2d 458, 462 (9th Cir.
6 1989). Further, under federal law, a valid release must be supported by consideration. Salmeron
7 v. United States, 724 F.2d 1357, 1362 (9th Cir. 1983). Here, the release is supported by
8 consideration in the bargained-for amount of \$3,000.00, and Plaintiff presents no evidence of
9 coercion nor any other reason the release should be invalidated.

10 The party seeking to rely on a release in a § 1983 action has the burden of proving its
11 validity. See Jones, 648 F.2d at 1203-04. Public policy favors upholding voluntary agreements.
12 Bianchi v. Perry, 140 F.3d 1294, 1297 (9th Cir. 1998) (“There is a compelling public interest and
13 policy in upholding and enforcing settlement agreements voluntarily entered into.”) (internal
14 citation omitted). “When fairly arrived at and properly entered into, settlement agreements and
15 releases are generally viewed as binding, final, and as conclusive of the rights of the parties as is
16 a judgment entered by a court.” Hisel, 797 F. Supp. at 1518.

17 Defendant has presented the Court with competent evidence that Plaintiff signed the
18 Release and received compensation and Plaintiff has failed to submit any evidence to counter
19 Defendant’s claim. In support of his argument that Plaintiff already released his claims,
20 Defendant Flores relies on the aforementioned two-page document titled “Release of All
21 Claims,” dated and signed by Plaintiff William Gradford on May 7, 2019. (ECF No. 54 at 8-9.)
22 Defendant argues that the Release extends to Plaintiff’s claims in this action and there is no
23 disagreement as to the content of the release. The Release of All Claims Plaintiff signed
24 constitutes a clear and unambiguous waiver of his legal claims against defendants. Plaintiff
25 agreed “to release and discharge the County of Stanislaus, its employees, and/or representatives
26 of and from any and all claims, demands, actions or causes of action, known or unknown, which
27 William Gradford may have against the County of Stanislaus, its employees, and/or
28 representatives and to dismiss all pending actions.” (Release of All Claims, ECF No. 54 at 8.)

1 This language unambiguously indicates that Plaintiff intended to waive all claims against
2 defendants. The purpose and effect of a release is ending legal liability. Stroman, 884 F.2d at
3 461.

4 Therefore, the Release of All Claims, signed by William Gradford on May 7, 2019, should
5 be enforced and Defendant Flores's motion to dismiss this case should be granted and this case
6 should be dismissed, with prejudice.

7 **IV. RECOMMENDATIONS AND CONCLUSION**

8 For the foregoing reasons, IT IS RECOMMENDED that:

- 9 1. Defendant Flores's motion to dismiss, filed on September 8, 2020, be
10 GRANTED;
- 11 2. This case be DISMISSED with prejudice; and
- 12 3. The Clerk be directed to close this case.

13 These findings and recommendations are submitted to the United States District Judge
14 assigned to the case, pursuant to the provisions of Title 28 U.S.C. § 636(b)(l). Within **fourteen**
15 **(14) days** after the date of service of these findings and recommendations, any party may file
16 written objections with the court. Such a document should be captioned "Objections to
17 Magistrate Judge's Findings and Recommendations." Any reply to the objections shall be served
18 and filed within **ten (10) days** after the date the objections are filed. The parties are advised that
19 failure to file objections within the specified time may result in the waiver of rights on appeal.
20 Wilkerson v. Wheeler, 772 F.3d 834, 838-39 (9th Cir. 2014) (citing Baxter v. Sullivan, 923 F.2d
21 1391, 1394 (9th Cir. 1991)).

22
23 IT IS SO ORDERED.

24 Dated: December 3, 2020

/s/ Gary S. Austin
25 UNITED STATES MAGISTRATE JUDGE