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8 UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF CALIFORNIA
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11 FRANCISCO SIERRA,
12 Plaintiff,

13 v.

14 J. CASTELLANOS,
15 Defendant.
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Case No. 1:17-cv-01691-ADA-EPG (PC)

ORDER RE: MOTION FOR \$1,500
SETTLEMENT AND MOTION FOR
ADMINISTRATIVE RELIEF “DEFAULT
JUDGMENT”

(ECF No. 106)

19 Plaintiff Francisco Sierra, a state inmate proceeding *pro se* and *in forma pauperis*, filed
20 this civil rights action on December 15, 2017. After the parties filed a stipulation of dismissal
21 under Federal Rule of Civil Procedure 41(a)(1)(A)(ii), the Court closed the case on January 30,
22 2023. (ECF Nos. 104, 105).

23 On February 7, 2023, Plaintiff filed a motion for \$1500 settlement and motion for
24 administrative relief “default judgment.” (ECF No. 106). Plaintiff states that, at the January 13,
25 2023 pretrial conference, he “finally agreed to settle this case for \$1,500 dollars only, only this
26 case by itself.”¹ (*Id.* at 1). He said defense counsel “agreed to . . . take care of everything
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28 ¹ For readability, minor alterations, such as changing capitalization and punctuation, have been made to
some of Plaintiff’s quotations without indicating each change.

1 regarding payments etc. before the 29 of January 2023.” (*Id.* at 1-2). However, Plaintiff just
2 received a paper from defense counsel “that states [he] agreed on January 13, 2023 during our
3 video conference to terminate [his] suit.” (*Id.* at 2). Plaintiff asserts “this is in its entirety not
4 so.” (*Id.*). Plaintiff asks the Court to contact defense counsel “to correct this matter ASAP,” as
5 “the settlement was to be resolved before this month ended” and “the suit was settled for
6 \$1,500 dollars.” (*Id.*). Additionally, Plaintiff states, that as he “mentioned before” staff at his
7 prison are invading his privacy and he asks the Court to put a stop to this immediately. (*Id.*)

8 It appears that Plaintiff is claiming that he expected to be paid immediately and yet has
9 not received his settlement payment. However, Plaintiff does not attach the settlement
10 agreement or any evidence regarding the timing of the payment. The Court notes that
11 settlement agreements involving the CDCR regularly provide for a delay between the
12 finalization of the agreement and the issuance of the payment, and such is likely the situation
13 here. Thus, the Court will deny the motion at this time without prejudice to Plaintiff refiling his
14 motion, along with evidence regarding the timing of the payment, should he believe that
15 Defendant has not paid the settlement money within the time provided in his settlement
16 agreement.

17 As for Plaintiff’s allegations regarding privacy violations occurring at his prison, the
18 Court has already addressed two motions regarding such allegations, explaining that the events
19 described were not connected to the claim or Defendant in this case, but that Plaintiff may file a
20 separate lawsuit if he believes his rights are being violated. (ECF Nos. 97, 98, 99, 102). Thus,
21 the Court will deny Plaintiff’s request to put a stop to privacy violations at his prison.

22 Accordingly, IT IS ORDERED as follows:

- 23 1. Plaintiff’s motion (ECF No. 106) is denied without prejudice to the extent that Plaintiff
24 requests relief regarding his settlement agreement. Plaintiff may refile his motion if he
25 believes that he has not been paid within the time period provided under his settlement
26 agreement. Any such motion shall include a copy of the settlement or other evidence
27 regarding the specific timing of the payment.

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2. Plaintiff's motion (ECF No. 106) is denied to the extent that he asks the Court to intervene regarding alleged privacy violations occurring at his prison.

IT IS SO ORDERED.

Dated: February 9, 2023

/s/ Eric P. Gray
UNITED STATES MAGISTRATE JUDGE