

1 (Id. at 9, 12-14.) The parties agreed that if the payment could not be made to plaintiff's father or
2 brother in three weeks then the money could be sent directly to plaintiff. (Id. at 15.)

3 In his motion to quash, plaintiff alleges that defendants drafted a settlement agreement
4 that improperly states that prison officials may take the \$1000 money to be paid to him and apply
5 it to his restitution even though the settlement agreement provided that his restitution fines would
6 be erased. In his notice of theft, plaintiff requests that he be allowed to personally pick up his
7 check from defense counsel in 120 days, apparently when he is released from prison.

8 In their opposition to plaintiff's motion to quash, defendants state that plaintiff's lien to
9 the county was zeroed out on August 19, 2014. (ECF No. 133-1 at 2.) Defendants state that
10 their attempts to contact plaintiff's father and brother were unsuccessful. (Id. at 2.) Defendants
11 also state that plaintiff refused to sign and return the settlement documents served on him by
12 defendants. (Id. at 3.)

13 Plaintiff's claim that the settlement agreement provided that all of his restitution would be
14 zeroed out is incorrect. The settlement agreement provided that defendants would zero out
15 plaintiff's lien owed to Sacramento County, a term which defendants have complied with.
16 Accordingly, plaintiff's motion to quash is denied.

17 The settlement agreement provided that if defendants were unable to give the \$1000 check
18 to plaintiff's father or brother within three weeks, the check would be sent directly to plaintiff. If
19 plaintiff would rather pick up the check from defense counsel once he is released from prison, he
20 must obtain a stipulation from defendants agreeing to this change in the settlement agreement.

21 Plaintiff will be granted another opportunity to sign the settlement documents. If he again
22 refuses to do so, defendants may file a motion to enforce the settlement agreement.

23 Accordingly, IT IS HEREBY ORDERED that:

- 24 1. Plaintiff's motion to quash the settlement agreement (ECF No. 132) is denied;

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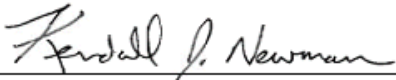
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1 2. Defendants shall re-serve plaintiff with the dispositional papers within seven days of
2 the date of this order; plaintiff shall return those papers to defendants within fourteen days of the
3 date of service of the papers; defendants shall return the dispositional papers to the court within
4 thirty days of the date of this order.

5 Dated: December 12, 2014

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KENDALL J. NEWMAN
UNITED STATES MAGISTRATE JUDGE

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