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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,
Plaintiff,
RAMONA BAND OF CAHUILLA,
CAHUILLA BAND OF INDIANS,
Plaintiffs-Intervenors,
v.
FALLBROOK PUBLIC UTILITY
DISTRICT, et al.,
Defendants.

Case No.: 51cv1247-JO(RBB)

**ORDER DENYING EX PARTE
APPLICATION TO RELEASE
PROPOSED SETTLEMENT
AGREEMENT TO MICHAEL J.
MACHADO, PAMELA M.
MACHADO, AND THE GENERAL
PUBLIC AND DENYING REQUEST
FOR FURTHER RELIEF
[ECF NO. 5898]**

On May 19, 2022, Defendants Michael J. Machado and Pamela M. Machado aka Pamela M. Bartholomew (hereafter “Machado Defendants”), in pro se, filed an Ex Parte Application Regarding Proposed Settlement, in which they request that the Court set aside the attorney-client privilege and issue an order requiring the settlement parties to release the proposed settlement agreement to them and the general public [ECF No. 5898]. Plaintiffs-Intervenors Ramona Band of Cahuilla and Cahuilla Band of Indians filed an opposition on June 21, 2022 [ECF No. 5901]. For the reasons discussed below, the Ex Parte Application is **DENIED**.

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1 This Court has overseen the settlement process since 2010 and has held numerous
2 settlement conferences. To facilitate settlement discussions, the negotiations have
3 proceeded with a representative group of stakeholders including Cahuilla Band of
4 Indians; Ramona Band of Cahuilla; United States of America; Hemet Unified School
5 District; State of California; County of Riverside; Michael J. Preszler, Watermaster;
6 Greenwald Estate; individual landowners represented by James Markman of Richards,
7 Watson & Gershon; and Agri-Empire, Inc. (See, e.g., Mins., Apr. 19, 2022, ECF No.
8 5891.) The litigation in this case has been stayed through the duration of these settlement
9 conferences to facilitate settlement negotiations and is presently stayed until July 6, 2022.
10 (See Order Granting Joint Motion to Extend Stay, ECF No. 5854.) The Ramona Band of
11 Cahuilla and Cahuilla Band of Indians represent that the proposed settlement agreement
12 is nearly complete. (Opp’n 3, ECF No. 5901.) The attorneys for the settlement parties
13 plan to present the settlement agreement to their respective clients for review and
14 approval following completion of the draft agreement. (Id.) Thereafter, the settlement
15 parties anticipate making the settlement agreement available upon request to parties, such
16 as the Machado Defendants, to participate in the settlement discussions. (Id.) On behalf
17 of themselves and the other negotiating parties, the Ramona Band of Cahuilla and
18 Cahuilla Band of Indians represent that “[t]he Defendants who have not participated in
19 the settlement discussions . . . will have many opportunities to express their views about
20 the reasonableness of the settlement.” (Id. at 4.) Additionally, the process for obtaining
21 court approval of the settlement “will include a hearing at which any Party may present
22 its views about the reasonableness of the settlement and the final decree.” (Id.)

23 Considering the status of settlement negotiations and the current stay of the
24 litigation, the Machado Defendants’ request is premature. Disclosing the draft settlement
25 agreement may impede the substantial progress made by the settlement parties to
26 effectuate a settlement of this longstanding litigation. Based on the representations made
27 by Ramona Band of Cahuilla and Cahuilla Band of Indians on behalf of the negotiating
28 parties, as well as this Court’s familiarity with this matter, the Machado Defendants will

1 have ample opportunity to present their views of the settlement agreement. Defendants'
2 ex parte application to release the draft settlement agreement and set aside the attorney-
3 client privilege is accordingly **DENIED**.

4 **IT IS SO ORDERED.**

5 Dated: June 23, 2022

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7 Hon. Ruben B. Brooks
8 United States Magistrate Judge
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