

1
2
3 **UNITED STATES DISTRICT COURT**
4 **DISTRICT OF NEVADA**

5 DAVID RIKER, *et al.*,

Case No. 3:08-cv-00115-LRH-CLB

6 Plaintiffs,

7 v.

ORDER

8 JAMES GIBBONS, *et al.*,

9 Defendants.

10 Richard Iden, an inmate at Ely State Prison, identifies himself as a “real party in interest”
11 to this closed § 1983 civil rights class action. Currently before the Court are Iden’s Motion for
12 Notice of Violation of Settlement Agreement (ECF No. 193) and Motion for Clarification (ECF
13 No. 195). Defendants oppose the motions. (ECF Nos. 194, 196.) Iden did not file replies, and the
14 deadline to do so expired without a request for extension.

15 The underlying action addressed plaintiffs’ allegations that Ely State Prison lacked a
16 constitutionally adequate health care system. Plaintiffs were represented by class counsel. On
17 October 25, 2010, the Court held a fairness hearing regarding a proposed settlement agreement.
18 (ECF No. 172.) The Court entered an order on October 28, 2010, approving the settlement
19 agreement as fair, reasonable, and adequate, under Rule 23(e) of the Federal Rules of Civil
20 Procedure, and dismissing this case with prejudice. (ECF No. 174.) Judgment was entered on
21 October 28, 2010. (ECF No. 175.)

22 Iden’s motions claim that defendants and their successors are not timely filling his “KOP”
23 medications on a monthly basis.¹ He asserts that defendants’ inaction violates the terms of the
24 settlement agreement in this case and he, therefore, asks the Court to enforce the agreement.

25 The court-approved settlement agreement states as follows:

26 Subsequent to the dismissal of the *Riker* litigation with prejudice, the parties’ sole
27 remedy to enforce or interpret this agreement, or to otherwise resolve any disputes

28 ¹ Defendants represent that “KOP” is a correctional acronym for “keep on person.” (ECF No. 194 at 2 n.5.)


1 that may arise from this agreement, other than by pursuing the dispute-resolution
2 process set forth in Section V(M) of this agreement, shall lie in an action for breach
3 of contract seeking specific performance only (and expressly not money damages),
commenced in a Nevada state court applying Nevada law, and not reinstatement of
the *Riker* litigation in any court for any purpose.

4 (ECF No. 144-2, at 4, Part I(C), ¶ 6) (capitalization altered). As such, the motions are denied.

5 **IT IS THEREFORE ORDERED** that inmate Richard Iden's Motion for Notice of
6 Violation of Settlement Agreement (ECF No. 193) and Motion for Clarification (ECF No. 195)
7 are **DENIED**.

8 **IT IS FURTHER ORDERED** that inmate Richard Iden **SHALL FILE NO FURTHER**
9 **DOCUMENTS** in this closed action.

10 DATED this 15th day of January, 2021.

11
12 
13 _____
LARRY R. HICKS
14 UNITED STATES DISTRICT JUDGE
15
16
17
18
19
20
21
22
23
24
25
26
27
28