

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

Joseph Becker v. Warden Sherman, et al.

Becker v. Sherman · No. 1:16-cv-0828 JLT HBK · Decided September 12, 2025

SUMMARY

The United States District Court for the Eastern District of California adopted in full the magistrate judge’s findings and recommendations concerning Joseph Becker’s request to reopen his dismissed civil-rights action based on an alleged breach of the parties’ settlement agreement. The court concluded that it had not retained jurisdiction over the settlement agreement and denied the request for relief.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
JURISDICTION	United States District Court for the Eastern District of California
DECIDED	September 12, 2025
DOCKET	1:16-cv-0828 JLT HBK
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff sought relief from the district court after the case had been dismissed with prejudice pursuant to a settlement, asserting that defendants breached the settlement agreement. The district court reviewed and adopted the magistrate judge's findings and recommendations and denied the request to reopen the case.
STANDARD OF REVIEW	De novo review under 28 U.S.C. § 636(b)(1), where no objections were filed to the magistrate judge's findings and recommendations.
PRECEDENTIAL VALUE	unpublished, nonprecedential district court order

TOPICS

- civil procedure
- subject matter jurisdiction
- section 1983
- remedies

PRACTICE AREAS

- civil rights
- civil procedure
- settlement enforcement
- remedies

QUESTIONS PRESENTED

1. Whether the district court retained federal jurisdiction to adjudicate an alleged breach of the parties' settlement agreement after dismissing the action with prejudice without expressly retaining jurisdiction or incorporating the settlement into the dismissal.
2. Whether the plaintiff was entitled to reopen the dismissed case under Federal Rule of Civil Procedure 60(b) based on the alleged settlement breach.
3. Whether the magistrate judge's findings and recommendations should be adopted after the plaintiff failed to file timely objections.

HOLDINGS

1. The district court did not retain federal jurisdiction over the settlement agreement because the stipulated dismissal contained no explicit retention of federal jurisdiction and neither the settlement agreement nor its terms were incorporated into the dismissal stipulation or dismissal order.
2. Any claim that defendants breached the settlement agreement must be raised in state court rather than through the closed federal civil-rights action.
3. Even if plaintiff's request were construed as a Rule 60(b) motion, relief was unavailable because the request was not filed within a reasonable time.

KEY QUOTATIONS

“the dismissal stipulated to by the Parties did not contain an explicit retention of federal jurisdiction and a settlement agreement was not incorporated into the parties' stipulation for dismissal or the district court's order dismissing that action.” (Doc. 165 at 3)

“even if the Court construed the matter as a motion for relief under Rule 60(b) of the Federal Rules of Civil Procedure, there was no showing that the motion was filed “within a reasonable time.”” (Doc. 165 at 4)

FACTUAL BACKGROUND

Joseph Becker brought civil-rights claims against Warden Sherman and other defendants. The parties settled during a court-supervised settlement conference in April 2020, and the action was dismissed with prejudice pursuant to their stipulation. The dismissal documents did not expressly retain federal jurisdiction over the settlement or incorporate the settlement agreement. Nearly five years later, Becker alleged that defendants breached the agreement and sought the court's assistance.

PROCEDURAL HISTORY

The parties settled the civil-rights action during an April 2020 settlement conference. Based on their stipulation, the district court dismissed the action with prejudice under Federal Rule of Civil Procedure 41 on June 22, 2020. Plaintiff filed a letter on June 16, 2025, seeking the court's assistance with an alleged breach of the settlement agreement. The magistrate judge recommended denying relief because the court had not retained jurisdiction over the settlement and, alternatively, because any Rule 60(b) request was not made within a reasonable time. Plaintiff filed no objections, and the district court adopted the findings and recommendations in full.

DISPOSITION

other

CASES CITED

- Kelly v. Wengler, 822 F.3d 1085, 1095 (9th Cir. 2016)
- Kang v. Harrison, 789 Fed. Appx. 68, 69 (9th Cir. 2019)
- Wilkerson v. Wheeler, 772 F.3d 834, 838-39 (9th Cir. 2014)

OPINION

Sherman

PER CURIAM.

1 2 3 4 5 6 7

8 UNITED STATES DISTRICT COURT

9 EASTERN DISTRICT OF CALIFORNIA

10 11 JOSEPH BECKER,) Case No.: 1:16-cv-0828 JLT HBK) 12 Plaintiff,) ORDER
ADOPTING IN FULL THE FINDINGS

) AND RECOMMENDATIONS AND DENYING

13 v.) PLAINTIFF’S REQUEST FOR RELIEF

) 14 WARDEN SHERMAN, et al.,) (Docs. 163, 165)) 15 Defendants.)) 16 17 Joseph Becker asserted the defendants were liable for violations of his civil rights. The parties 18 settled this matter during a settlement conference with the Court in April 2020. (Doc. 156.) Based 19 upon the stipulation of the parties, the Court dismissed the matter with prejudice pursuant to Rule 41 of 20 the Federal Rules of Civil Procedure on June 22, 2020. (Docs. 161, 162.) On June 16, 2025, Plaintiff 21 filed a letter with the Court, asserting that the defendants have breached the settlement agreement and 22 requesting the Court’s help. (Doc. 163.) 23 The magistrate judge found that the Court did not retain jurisdiction over the settlement 24 agreement, because “the dismissal stipulated to by the Parties did not contain an explicit retention of 25 federal jurisdiction and a settlement agreement was not incorporated into the parties’ stipulation for 26 dismissal or the district court’s order dismissing that action.” (Doc. 165 at 3, citing Kelly v. Wengler, 27 822 F.3d 1085, 1095 (9th Cir. 2016); Kang v. Harrison, 789 Fed. Appx. 68, 69 (9th Cir. 2019).) 28 Consequently, the magistrate judge found any assertion that the defendants breached the settlement 1 || agreement must be raised in the state court. (/d. at 4, citing 18 U.S.C. § 3626(c)(2).) The magistrate 2 || judge also found that even if the Court construed the matter as a motion for relief under Rule 60(b) □□□ 3 || the Federal Rules of Civil Procedure, there was no showing that the motion was filed “within a 4 ||reasonable time.” (/d. at 4.) Therefore, the magistrate judge recommended the Court deny □□□□□□□□□□ 5 || request to reopen this case for breach of the settlement agreement. (/d.) 6 The Court served the Findings and Recommendations on Plaintiff and notified him that any 7 || objections were due within 14 days. (Doc. 165 at 4.) The Court

advised him that the “failure to file 8 || any objections within the specified time may result in the waiver of certain rights on appeal.” (d. at. 9 || citing *Wilkerson v. Wheeler*, 772 F.3d 834, 838-39 (9th Cir. 2014).) Plaintiff did not file objections, 10 || and the time to do so has passed. 11 According to 28 U.S.C. § 636(b)(1), this Court performed a de novo review of this case. 12 || Having carefully reviewed the matter, the Court concludes the Findings and Recommendations are 13 || supported by the record and proper analysis. Thus, the Court ORDERS: 14 1. The Findings and Recommendations dated August 13, 2025 (Doc. 165) are ADOPTED 15 in full. 16 2. Plaintiffs request for relief, construed as a motion to reopen the case for breach of the 17 settlement agreement (Doc 165), is DENIED. 18 19 IT IS SO ORDERED. 20 || Dated: _ September 12, 2025 (LAW pA L. wan

TED STATES DISTRICT JUDGE

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