

**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

OPINION

Sherman

PER CURIAM.

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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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