

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

David Arthur Deponte v. Stohl, Stern, J. Saucedo, K. Sudano, M.
Dobe, Gunsaga

No. 1:24-cv-00695-KES-HBK, United States District Court for the Eastern District of California (November 26, 2025)

SUMMARY

The United States District Court for the Eastern District of California directs Plaintiff David Arthur Deponte to reply to Defendants’ opposition to his motion to enforce a global settlement agreement or advise that the motion is moot. The court concludes that Plaintiff’s request to remove references to the settlement amount, construed as a motion to seal, does not satisfy the standard for sealing court records and denies it. The court sets a December 15, 2025 deadline and states that it may deem the settlement payment uncontested if Plaintiff does not respond.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
WRITING FOR THE COURT	Helena M. Barch-Kuchta
JURISDICTION	United States District Court for the Eastern District of California
DECIDED	November 26, 2025
DOCKET	1:24-cv-00695-KES-HBK
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved to enforce a global settlement agreement and separately sought removal or sealing of references to the settlement amount. The court ordered Plaintiff to reply to Defendants' status report or advise whether the enforcement motion was moot, and denied the request construed as a motion to seal.
STANDARD OF REVIEW	A party seeking to file documents under seal must show compelling reasons supported by specific factual findings that outweigh the general history of access and public policies favoring disclosure.
PRECEDENTIAL VALUE	unpublished, nonprecedential district court order

TOPICS

civil procedure

contracts

waiver

equitable relief

PRACTICE AREAS

civil procedure

settlement enforcement

court records and sealing

prisoner civil rights

QUESTIONS PRESENTED

1. Whether Plaintiff's request to remove references to the settlement amount should be construed as a motion to seal and granted.
2. Whether Plaintiff's motion to enforce the settlement agreement appeared moot in light of Defendants' evidence that the settlement payment had been made.

HOLDINGS

1. The request to remove references to the settlement agreement was properly construed as a motion to seal and was denied because Plaintiff did not establish compelling reasons outweighing the presumption of public access.
2. The court did not finally resolve mootness but directed Plaintiff to file a reply or move to withdraw the enforcement motion; absent a response, the court would treat Defendants' representation that the funds had been paid as uncontested and recommend denial of the motion as moot.

KEY QUOTATIONS

“For the court to permit a document to be filed under seal, a party must articulate “compelling reasons supported by specific factual findings” which, on balance, “outweigh the general history of access and the public policies favoring disclosure.”” (at 2)

“When either party to a settlement agreement places it in dispute, the terms of the settlement, including the amount of the settlement, are commonly revealed and part of the record.” (at 2)

FACTUAL BACKGROUND

Plaintiff reached a global settlement with the California Department of Corrections and filed motions seeking enforcement after claiming he had not received the agreed payment. Defendants submitted evidence that the settlement funds had been transmitted to Plaintiff's trust account. Plaintiff also sought to remove or seal references to the settlement amount, asserting privacy and confidentiality concerns, although he had previously disclosed the amount in his own filing.

PROCEDURAL HISTORY

Plaintiff filed a second motion to enforce the settlement agreement after asserting that he had not received the settlement payment. Defendants reported that the payment had been transmitted to Plaintiff's trust account and opposed the motion. Plaintiff also sought removal of references to the settlement amount from the docket. The magistrate judge denied the sealing request and directed Plaintiff to respond regarding mootness of the enforcement motion.

DISPOSITION

other

CASES CITED

- Pintos v. Pac. Creditors Ass'n, 605 F.3d 665, 678 (9th Cir. 2010)
- Vaughn v. Teran, No. 1:17-CV-00966-HBK, 2024 WL 3395824, at *3 (E.D. Cal. July 12, 2024)
- Hicks v. Robles, No. 1:18-CV-01481-KES-EPG, 2025 WL 470848, at *1 (E.D. Cal. Feb. 12, 2025), report and recommendation adopted, No. 1:18-CV-01481-KES-EPG (PC), 2025 WL 900713 (E.D. Cal. Mar. 25, 2025)
- Dunsmore v. Thomas, No. 2:17-CV-02355-KJM-AC, 2025 WL 1025213, at *1 (E.D. Cal. Apr. 7, 2025)
- Foltz v. State Farm Mut. Auto. Ins. Co., 331 F.3d 1122, 1135 (9th Cir. 2003)

OPINION

Stohl

PER CURIAM.

1 2 3 4 5 6 7

8 UNITED STATES DISTRICT COURT

9 FOR THE EASTERN DISTRICT OF CALIFORNIA

10 11 DAVID ARTHUR DEPONTE, Case No. 1:24-cv-00695-KES-HBK 12 Plaintiff, ORDER
DIRECTING PLAINTIFF TO FILE

REPLY OR ADVISE IF MOTION IS MOOT

13 v.

ORDER DENYING PLAINTIFF’S

14 STOHL, STERN, J. SAUCEDO, K. CONSTURED MOTION

SUDANO, M. DOBE, GUNSAGA, TO SEAL

15 Defendants. (Doc. Nos. 71, 75) 16

DECEMBER 15, 2025 DEADLINE

17 18 19 On October 10, 2025, Plaintiff filed a second motion seeking to enforce the global 20
settlement agreement he reached with the California Department of Corrections (“CDCR”) in this
21 action. (Doc. No. 71). Plaintiff claims that he has not received the settlement payment as agreed
22 by the parties at a settlement conference and requests that the court enforce the terms of the 23
settlement agreement. (Id. at 1). 24 On November 21, 2025, Defendants filed a status report and
opposition to Plaintiff’s 25 motion. (Doc. No. 76). Therein, Defendants advise that payment of the
settlement amount had 26 been paid by the accounting office to Plaintiff’s trust account on
October 22, 2025. (Id. at 2:6-7). 27 Defendants submit documents confirming the transmission
was scheduled on October 15, 2025, 28 and tendered on October 22, 2025. (Sheps Decl. ¶3; Ex.
A). Absent Plaintiff contradicting these 1 facts, Plaintiff’s motion appears to be moot. 2

Additionally, pending is Plaintiff's request to remove references to the settlement amount 3 from the docket citing privacy concerns and asserting that such references were improper as 4 settlements are inherently confidential. (Doc. No. 75). Specifically, Plaintiff points to this 5 Court's October 10, 2025 Order as improperly disclosing the settlement amount and which he 6 wishes removed from public assess. Liberally construed, Plaintiff seeks to seal any documents 7 that references the settlement amount. For the court to permit a document to be filed under seal, a 8 party must articulate "compelling reasons supported by specific factual findings" which, on 9 balance, "outweigh the general history of access and the public policies favoring disclosure." 10 *Pintos v. Pac. Creditors Ass'n*, 605 F.3d 665, 678 (9th Cir. 2010). 11 At the outset, Plaintiff placed the settlement agreement in issue when he filed his first 12 motion with the court seeking to enforce the settlement agreement terms on July 3, 2025. (Doc.

13 No. 68). When either party to a settlement agreement places it in dispute, the terms of the 14 settlement, including the amount of the settlement, are commonly revealed and part of the record. 15 See e.g., *Vaughn v. Teran*, No. 1:17-CV-00966-HBK, 2024 WL 3395824, at *3 (E.D. Cal. July 16 12, 2024); *Hicks v. Robles*, No. 1:18-CV-01481-KES-EPG, 2025 WL 470848, at *1 (E.D. Cal.

17 Feb. 12, 2025), report and recommendation adopted, No. 1:18-CV-01481-KES-EPG (PC), 2025 18 WL 900713 (E.D. Cal. Mar. 25, 2025); *Dunsmore v. Thomas*, No. 2:17-CV-02355-KJM-AC, 19 2025 WL 1025213, at *1 (E.D. Cal. Apr. 7, 2025). 20 Furthermore, contrary to Plaintiff's assertions that the Court first disclosed the settlement 21 amount, it was Plaintiff who first revealed the amount of the settlement in this motion. (Id. at 22 1:14-15). Plaintiff does not aver that a confidentiality agreement was part of the negotiated 23 settlement. And, to the extent any confidentiality existed, Plaintiff waived it when he disclosed 24 the settlement amount in his first-filed motion. Moreover, this case involves a governmental 25 entity and the public's right to access this information outweighs Plaintiff's private interest in 26 confidentiality. See *Foltz v. State Farm Mut. Auto Ins. Co.*, 331 F.3d 1122, 1135 (9th Cir. 2003) 27 (noting "strong presumption in favor of access to court records"). Thus, the Court does not find 28 Plaintiff has shown a compelling interest to seal either his motion or this Court's order issued on 1 | October 10, 2025 in which the court referred to the settlement amount as previously revealed in 2 | Plaintiff's motion. (Doc. No. 72 at 1:20-21).! 3 ACCORDINGLY, it is ORDERED: 4 1. No later than December 15, 2025, Plaintiff shall deliver to correctional officials for 5 mailing either a reply to Defendants' status report and opposition; or a motion to 6 withdraw his motion seeking to enforce the global settlement agreement as moot. 7 2. If Plaintiff fails to file either a reply or motion to withdraw, the Court will deem 8 Defendants' representation that the settlement funds have been paid as uncontested 9 and will issue a Findings and Recommendation to the district court to deny 10 motion as moot. 11 3. Plaintiff's motion to remove references to the settlement agreement (Doc. No. 75), 12 construed as a motion to seal, is DENIED. 13 Dated: _ November 26, 2025 law ZA. foareh Zackte

15 HELENA M. BARCH-KUCHTA

6 UNITED STATES MAGISTRATE JUDGE

17 18 19 20 21 22 23 24 25 26 27 || ————— ' Defendant's opposition to Plaintiff's first motion
(Doc. No. 70) did not include the amount of the 28 | settlement.

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