

**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)

OPINION

Stohl

PER CURIAM.

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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 access. 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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