

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

Barry Stuart Halajian v. JP Morgan Chase Bank, NA, et al.

No. 2:23-cv-01522-DJC-SCR (E.D. Cal. Dec. 1, 2025) · No. No. 2:23-cv-01522-DJC-SCR · Decided December 1, 2025

SUMMARY

The document contains findings and recommendations by a United States magistrate judge recommending dismissal with prejudice of the remaining claims against Bay Advance, LLC. The court concludes that a Connecticut court-approved settlement agreement, affirmed on appeal, precludes the plaintiff’s claims concerning the same dispute under res judicata principles. The recommendations also direct entry of judgment and closure of the case.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
WRITING FOR THE COURT	Sean C. Riordan
JURISDICTION	United States District Court for the Eastern District of California
DECIDED	December 1, 2025
DOCKET	No. 2:23-cv-01522-DJC-SCR
DISPOSITION	other
PROCEDURAL POSTURE	Findings and recommendations by a magistrate judge recommending dismissal with prejudice of the sole remaining defendant, Bay Advance, and entry of judgment closing the case.
STANDARD OF REVIEW	The magistrate judge applied the preclusion law of the state in which the prior judgment was rendered and considered whether the Connecticut judgment enforcing the settlement agreement had preclusive effect. The findings and recommendations were subject to de novo review by the assigned district judge upon timely objection under 28 U.S.C. § 636(b)(1).
PRECEDENTIAL VALUE	nonprecedential
PARTIES	Barry Stuart Halajian v. JP Morgan Chase Bank, NA, Bay Advance, LLC, Elizabeth Ostrowski, Hassett & George, PC, James Trudell

TOPICS

res judicata

civil procedure

motions to dismiss

contracts

appellate procedure

PRACTICE AREAS

civil procedure

contracts

commercial litigation

appellate procedure

QUESTIONS PRESENTED

1. Whether the Connecticut judgment enforcing the settlement agreement had preclusive effect while an appeal was pending.
2. Whether the enforced settlement agreement barred Halajian's claims against Bay Advance in this action.
3. Whether the sole remaining defendant, Bay Advance, could be dismissed even though it had not appeared or filed a motion to dismiss.

HOLDINGS

1. Under Connecticut law, a prior judgment retains its preclusive effect while an appeal is pending; therefore, the Connecticut judgment enforcing the settlement could have supported dismissal on res judicata grounds before the appeal concluded.
2. The Connecticut settlement agreement, having been found valid and enforceable by the Connecticut courts, precluded Halajian's action against Bay Advance because it resolved claims asserted or that could have been asserted relating to the contract and the California action.
3. A court may dismiss claims in favor of a defendant that has not appeared when the dismissal is based on facts presented by appearing defendants and otherwise supported by the record.

KEY QUOTATIONS

“Court approved settlement agreements have res judicata effect.” (at 3)

“The Settlement Agreement between Bay Advance and Halajian has been found valid and enforceable by the Connecticut courts. Plaintiff cannot challenge that conclusion here, and that settlement bars the instant action against Bay Advance.” (at 4)

FACTUAL BACKGROUND

Halajian entered into a combined receivables purchase and loan agreement with Bay Advance and later challenged the agreement and related collection proceedings. Bay Advance and Halajian entered into a Connecticut settlement agreement requiring withdrawal or dismissal of the California action and resolving claims asserted or that could have been asserted relating to the contract. The Connecticut Superior Court found the settlement clear, unambiguous, and enforceable, and the Connecticut Appellate Court affirmed, rejecting Halajian's challenge to the California-action provision. Halajian nevertheless continued this action, which asserted declaratory and injunctive relief, a due-process claim, breach of the covenant of good faith and fair dealing, and cancellation of instruments.

PROCEDURAL HISTORY

Halajian filed this action in July 2023 concerning a Connecticut state-court proceeding and an agreement with Bay Advance. The appearing defendants moved to dismiss, and the court granted dismissal with leave to amend. Halajian filed an amended complaint adding Bay Advance. The district judge later adopted findings and recommendations granting the appearing defendants' motions to dismiss, leaving Bay Advance as the sole remaining defendant and staying the case pending resolution of a Connecticut appeal concerning enforcement of the parties' settlement agreement. After the Connecticut appellate court affirmed enforcement of the settlement, the magistrate judge recommended dismissal of Bay Advance and entry of judgment with prejudice.

DISPOSITION

other

CASES CITED

- Abagninin v. AMVAC Chemical Corp., 545 F.3d 733, 742 (9th Cir. 2008)
- Tritz v. U.S. Postal Service, 721 F.3d 1133, 1141 (9th Cir. 2013)
- Lee v. City of Los Angeles, 250 F.3d 668, 690 (9th Cir. 2001)
- Barash v. Lembo, 348 Conn. 264, 277 (2023)
- Eichman v. Fotomat Corp., 759 F.2d 1434, 1437, 1439 (9th Cir. 1985)
- Marrese v. American Academy of Orthopedic Surgeons, 470 U.S. 373 (1985)
- Bay Advance, LLC v. Halajian, 236 Conn. App. 228 (Nov. 4, 2025)
- Martinez v. Yist, 951 F.2d 1153 (9th Cir. 1991)

OPINION

Barry Stuart Halajian v. JP Morgan Chase Bank, NA, et al.

PER CURIAM.

1 2 3 4 5 6 7

8 UNITED STATES DISTRICT COURT

9 FOR THE EASTERN DISTRICT OF CALIFORNIA

10

11 BARRY STUART HALAJIAN, No. 2:23-cv-01522-DJC-SCR

12 Plaintiff, 13 v.

FINDINGS AND RECOMMENDATIONS

14 JP MORGAN CHASE BANK, NA, et al., 15 Defendants. 16 17 18 Plaintiff is proceeding pro
se in this matter, which is referred to the undersigned pursuant 19 to Local Rule 302(c)(21) and 28
U.S.C. § 636. Plaintiff attempts to challenge Defendants’ 20 actions with respect to a Connecticut
state court legal proceeding that he has since settled. On
21 July 28, 2025, Judge Calabretta entered an Order (ECF No. 83) adopting the undersigned’s
22 Findings and Recommendations and granting three motions to dismiss. (ECF No. 43, 45 & 51).
23 That order dismissed all claims and all defendants except Defendant Bay Advance. ECF No. 83

24 at 2. The Court now recommends that the sole remaining defendant be dismissed and judgment
25 entered. 26 //// 27 //// 28 1 I. Procedural History and Background 2 Plaintiff Barry Stuart
Halajian filed this action on July 25, 2023. ECF No. 1. The 3 complaint named as defendants: 1)
JP Morgan Chase Bank (“Chase”); 2) Elizabeth Ostrowski; 3) 4 Hassett & George, PC (“H&G”);
and 4) James Trudell. ECF No. 1. Plaintiff alleged that H&G 5 and Trudell were attorneys working
for Bay Advance, LLC (“Bay Advance”) and had prepared 6 legal documents to seize funds from
Plaintiff’s account at Chase. Id. at 1-2. Plaintiff alleged he 7 is an electrical contactor who employs
8 to 12 people. ECF No. 1 at ¶ 6. Plaintiff alleged he 8 entered into a “combined receivables
purchase agreement and loan agreement” with Bay 9 Advance. Id. at ¶ 7. Plaintiff complained of a
“bait and switch” and that Bay Advance confused 10 or pressured him into modifying the
agreement. Id. at ¶¶ 9-10. Ostrowski is alleged to be an 11 employee of the Connecticut State
Marshals Service and was involved in serving the legal 12 documentation, which Plaintiff referred
to as a “Notice of ex parte prejudgment remedy/claim for 13 hearing to dissolve or modify” (the
“Notice”). Id. at ¶ 35. In fact, the Notice was part of a legal 14 action that Bay Advance filed
against Plaintiff in Connecticut state court, Case No. FST-CV23- 15 6061957-S. ECF No. 43-1 at
3. The Court took judicial notice of the filings from that case, in 16 which Plaintiff was
represented by counsel. 17 In the instant case, Plaintiff asserted four causes of action in the
original complaint: 1) 18 declaratory and injunctive relief; 2) a due process claim under 42 U.S.C.
§ 1983; 3) breach of the 19 covenant of good faith and fair dealing; and 4) cancellation of
instruments. ECF No. 1 at 16-23. 20 Plaintiff claimed the agreement with Bay Advance was
unconscionable and sought to cancel it. 21 However, Bay Advance was not a named defendant in
the original complaint. The defendants 22 named in the original complaint filed motions to dismiss
(ECF Nos. 7 & 24) and the Court 23 granted those motions with allowance for Plaintiff to file an
amended complaint. ECF No. 37. 24 On or about August 18, 2023, Plaintiff and Bay Advance
entered into a settlement 25 agreement in the Connecticut state case (the “Settlement Agreement”).
Relevant to this action,

26 Paragraph 11 of the Settlement Agreement provides in part:

27 In addition, upon the execution of this agreement, Barry Stuart Halajian and/or Industrial
Electric shall within 3 business days withdraw or dismiss any and all lawsuits filed against 28 1
the parties to this agreement as well as Beth Ostrowski, J.P. Morgan Chase Bank, Hassett &
George, PC or its employees/agents, that was reportedly filed in California that relates 2 to or
arises out of the Contract (hereinafter referred to as the “California Action”). 3 ECF No. 43-1 at
21. Paragraph 11 further provided: “The Parties agree that this Agreement 4 completely resolves
any and all claims between the Parties that were asserted, or that could have 5 been asserted,
against any of the Parties named in the Action or relating to or arising out of the 6 Contract, as
well as claims asserted and parties to the California Action . . .” Id. In granting a 7 motion to
enforce the Settlement Agreement, the Connecticut Superior Court ruled the agreement 8 was
“clear, unambiguous, and contained all essential terms.” ECF No. 43-1 at 37. In making that 9

ruling, the Connecticut Superior Court noted the term in the Settlement Agreement “relat[ing] to a 10 certain California lawsuit brought by [Halajian] against” the defendants in the instant lawsuit. 11 Despite the term in the Settlement Agreement, Plaintiff did not dismiss the instant action. 12 Instead, Plaintiff filed a First Amended Complaint (“FAC”) on February 15, 2024. ECF No. 38. 13 The FAC adds Bay Advance as a defendant. ECF No. 38 at 1, 19. The FAC asserts the same four 14 causes of action as the original complaint. ECF No. 38 at 20-27. Plaintiff attaches to the FAC a 15 copy of the Notice, the contract with Bay Advance, and other exhibits. ECF No. 38 at 31-118. 16 The appearing defendants—Chase, Ostrowski, H&G, and Trudell—filed their motions to 17 dismiss the FAC and the undersigned issued Findings and Recommendations recommending that 18 those motions to dismiss be granted. ECF No. 75. Plaintiff was allowed to file untimely 19 objections to the Findings and Recommendations. ECF No. 78. The objections were considered, 20 and Judge Calabretta conducted de novo review of the case and adopted in full the Findings and 21 Recommendations. ECF No. 83. Thus, all claims and parties were dismissed except Defendant 22 Bay Advance, which has not appeared in the action and has not filed its own motion to dismiss.¹ 23 The Order adopting stated: “The action is stayed as to Bay Advance, the sole remaining 24 Defendant in this action, and the parties are directed to file a Status Report, including a copy of 25 26 1 Even though Bay Advance has not appeared, this does not preclude the Court from dismissing 27 the claims. See *Abagninin v. AMVAC Chem. Corp.*, 545 F.3d 733, 742 (9th Cir. 2008) (“As a legal matter, we have upheld dismissal with prejudice in favor of a party which had not appeared, 28 on the basis of facts presented by other defendants which had appeared.”) 1 the Connecticut Appellate Court’s ruling in case AC 47341 within 7 days of the issuance of that 2 decision.” ECF No. 83 at 2. 3 II. Defendant Bay Advance 4 In the prior Findings and Recommendations, the Court observed that Plaintiff’s claims 5 against Bay Advance appeared to be barred by the Settlement Agreement in the Connecticut state 6 court matter. ECF No. 75 at 15-17. The Court observed that the Connecticut Superior Court had 7 adjudicated Plaintiff’s challenge to the Settlement Agreement and granted a motion to enforce the 8 agreement. *Id.* at 16. In so doing, the Connecticut Superior Court stated: “The court has 9 examined the agreement, and finds that its terms were clear, unambiguous, and contained all 10 essential terms. Further, it did not state or contemplate any conditions precedent remaining to be 11 satisfied.” *Id.* 12 Court approved settlement agreements have res judicata effect. See *Tritz v. U.S. Postal 13 Service*, 721 F.3d 1133, 1141 (9th Cir. 2013). In order for res judicata to apply, there must be: 1) 14 an identity of claims, 2) a final judgment on the merits, and 3) identity or privity between the 15 parties. *Id.* The Connecticut state court judgment finding the settlement agreement to be 16 enforceable is in the record. ECF No. 43-1 at 37. Moreover, the Court can take judicial notice of 17 another court’s record. *Lee v. City of Los Angeles*, 250 F.3d 668, 690 (9th Cir. 2001). 18 Under Connecticut law, “a prior judgment in another case maintains its preclusive effect, 19 even pending appeal of that judgment.” *Barash v. Lembo*, 348 Conn. 264, 277 (2023). By 20 contrast, under California law, a judgment is not final for purposes of res judicata during the 21 pendency of and until the

resolution of an appeal. See *Eichman v. Fotomat Corp.*, 759 F.2d 1434, 22 1439 (9th Cir. 1985). “[T]he preclusive effect of a state court judgment in a subsequent lawsuit 23 involving [federal claims] is determined by the preclusion law of the state in which the previous 24 judgment was rendered.” *Eichman*, 759 F.2d at 1437, citing *Marrese v. American Academy of 25 Orthopedic Surgeons*, 470 U.S. 373 (1985). The judgment here was issued in Connecticut, and 26 this Court accordingly applies Connecticut law, which makes a judgment preclusive while on 27 appeal. 28 1 Thus, this Court could have recommended dismissal based on *res judicata* even while the 2 state court appeal was pending. However, the Findings and Recommendations noted that Plaintiff 3 had appealed the judgment, briefing was complete, and Plaintiff was arguing on appeal that the 4 settlement agreement was invalid. ECF No. 75 at 16-17. Therefore, the Court stated that “in an 5 abundance of caution,” it would recommend staying the action until the Connecticut appellate 6 court’s ruling. *Id.* at 17. The parties were directed to file a status report within seven days of that 7 ruling, but neither Plaintiff nor Bay Advance did so.² The Connecticut appellate court issued its 8 ruling in case AC47341 on November 4, 2025. See *Bay Advance, LLC v. Halajian*, 236 9 Conn.App. 228 (Nov. 4, 2025). It affirmed the judgment of the trial court finding that the parties 10 had entered into an enforceable settlement agreement. The opinion states that the Settlement 11 Agreement provided for Halajian to withdraw the federal action he had filed in California (this 12 action). *Id.* at 236-37. The agreement also provided that it would resolve any and all claims 13 between Bay Advance and Halajian. *Id.* at 240. The Connecticut appellate court expressly 14 rejected Plaintiff’s challenge to the term of the agreement concerning dismissal of the California 15 claims: “Insofar as the defendant properly has raised such an assertion, it is untenable because we 16 construe the release of claims vis-à-vis the California action to be a duty to be performed pursuant 17 to the settlement agreement, rather than a condition precedent.” *Id.* at 245 n. 10. 18 The Settlement Agreement between Bay Advance and Halajian has been found valid and 19 enforceable by the Connecticut courts. Plaintiff cannot challenge that conclusion here, and that 20 settlement bars the instant action against Bay Advance. 21 III. Conclusion 22 The Court previously stayed this action to allow the Connecticut appellate court to 23 adjudicate Plaintiff’s challenge to the Settlement Agreement between himself and Defendant Bay 24 Advance. That appeal has concluded, and the Settlement Agreement has been found enforceable. 25 The Settlement Agreement precludes Plaintiff’s action against Bay Advance in this Court. 26 27 2 On November 24, 2025, counsel for previously dismissed Defendants James Trudell and 28 Hassett & George, PC, filed a status report (ECF No. 85) informing the Court of the decision. 1 Accordingly, IT IS HEREBY RECOMMENDED THAT: 2 1. The Court dismiss the sole remaining defendant, Bay Advance; and 3 2. The Clerk be directed to enter Judgment dismissing this action with prejudice and 4 close the case. 5 These findings and recommendations are submitted to the United States District Judge 6 || assigned to this case, pursuant to the provisions of 28 U.S.C. § 636(b)(1). Within fourteen (14) 7 | days after being served with these findings and recommendations, Plaintiff may file written 8 | objections with the court. Such document should be captioned “Objections to

Magistrate Judge's 9 || Findings and Recommendations." Local Rule 304(d). Plaintiffis advised that failure to file 10 | objections within the specified time may waive the right to appeal the District Court's order. 11 || Martinez v. Yist, 951 F.2d 1153 (9th Cir. 1991). 12 SO ORDERED. 13 | DATED: December 1, 2025.

15 SEAN C. RIORDAN

6 UNITED STATES MAGISTRATE JUDGE

17 18 19 20 21 22 23 24 25 26 27 28