

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No.	CV 11-09123-RGK (JEMx)	Date	March 13, 2013
Title	Rouser v. White		

Present: The Honorable	R. GARY KLAUSNER, UNITED STATES DISTRICT JUDGE		
S. Williams (Not Present)	Not Reported	N/A	
Deputy Clerk	Court Reporter / Recorder	Tape No.	
Attorneys Present for Plaintiffs:	Attorneys Present for Defendants:		
Not Present	Not Present		

Proceedings: (IN CHAMBERS) Order Re: Defendants’ Motion to Vacate Order, Dismiss Action with Prejudice, and Enter Judgment (DE 587)

I. INTRODUCTION

William Rouser (“Plaintiff”) is an inmate in the California State Correctional System. On May 7, 1993, Plaintiff began litigating against state prison officials (collectively “Defendants”)¹ for his right to practice his religion, Wicca, while incarcerated. In 2011, Plaintiff entered a settlement agreement with Defendants Matthew Cate, Secretary of the California Department of Corrections and Brenda Cash, Warden of the California State Prison, Los Angeles County. On Oct. 18, 2011, a court in the Eastern District of California approved the joint settlement agreement (“Oct. 2011 Order”). (Dkt 530.) In the same order, the court transferred venue to the Central District because Plaintiff was transferred to prison within the district.

Presently before the Court is Defendants’ Motion to Vacate the Oct. 2011 Order approving the settlement, Dismiss the Action with Prejudice, and Enter Judgment pursuant to the terms of the settlement agreement. For the following reasons, the Court **GRANTS** Defendants’ Motion.

II. FACTUAL BACKGROUND

Plaintiff is presently incarcerated in California State Prison, Los Angeles County in Lancaster, California. The joint settlement agreement governs Plaintiff’s ability to practice

¹ Defendants include: Matthew Cates, Brenda Cash, B. Flores, James Gomez, Brian Haws, P. Ortiz, Theo White, and J. Yates.

Wicca while incarcerated in “any institution under California Department of Corrections (“CDCR”) jurisdiction to which he may be assigned.” (Dkt 528 ¶ 43.) It provides Plaintiff’s rights within a range of categories including, but not limited to, the right to access personal religious items and the right to observe religious services. The parties to the agreement were Plaintiff, Defendants Cate and Cash. However, as part of the agreement, all claims against Defendants Gomez, White, Yates, Flores, and Ortiz, as well as various lawsuits filed by Plaintiff were dismissed with prejudice. (*Id.* ¶¶ 5-6.)

On October 18, 2011, the Eastern District of California court approved the settlement agreement.² (Dkt 530.) Over a year has passed since this approval, and Defendants now seek to terminate the settlement agreement pursuant to its terms.

III. DISCUSSION

Defendants seek to vacate the Oct. 2011 Order approving the settlement agreement, dismiss Plaintiff’s action, and enter judgment in favor of Defendants. For the following reasons, the Court agrees.

Paragraph 43 of the settlement agreement states that “One year after the order approving this Agreement is filed, defendants may move to vacate the order, dismiss the action with prejudice, and enter judgment on the ground that a preponderance of the evidence shows that they have substantially complied with the terms of this Agreement.” (Dkt 528 ¶ 43.)

Here, the Court finds that Defendants have demonstrated by a preponderance of the evidence that they have substantially complied with the terms of the settlement agreement. From the record, Defendants appear to have taken significant steps to follow the settlement agreement. Defendants have provided declarations from prison staff, outlining the various actions taken to comply with the settlement agreement. Further, they have provided internal prison procedures setting forth approved Wiccan religious activity. (Dkt 587-1, 1-2.) Although it is not entirely clear from his Opposition, Plaintiff contends that Defendants have not complied with the settlement agreement in a handful of instances. Even assuming these are true, these alleged examples are insufficient to render Defendants substantially non-complaint. Therefore, the Court finds that Defendants have substantially complied with the settlement agreement, and **GRANTS** Defendants’ Motion.

² In the same Oct. 18, 2011 order, the Eastern District court also transferred venue to the Central District. The Court presumes that Defendants’ Motion does not seek to vacate the portion of the order transferring this case.

IV. CONCLUSION

Based on the foregoing, the Court **GRANTS** Defendants' Motion. The following is ordered:

(1) Defendants' Motion to Vacate the October 18, 2011 Order (Dkt 530) and Dismiss the Action is **GRANTED**. This order does not vacate the transfer of venue.

(2) This matter is dismissed with prejudice, pursuant to the terms of the Joint Settlement Agreement; and,

(3) Judgment in entered for Defendants.

IT IS SO ORDERED.

Initials of
Preparer

____ : ____
