

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS**

|  |   |                        |
|--|---|------------------------|
| <b>TOMMIE PERRIS CRAWFORD,</b>         | ) |                        |
|  | ) |                        |
| <b>Plaintiff,</b>                      | ) |                        |
|  | ) | <b>CIVIL ACTION</b>    |
| <b>v.</b>                              | ) |                        |
|  | ) | <b>No. 18-2003-KHV</b> |
| <b>UNITED STATES MARSHALS SERVICE,</b> | ) |                        |
| <b>et al.,</b>                         | ) |                        |
|  | ) |                        |
| <b>Defendants.</b>                     | ) |                        |
| _____                                  | ) |                        |

**MEMORANDUM AND ORDER**

On May 30, 2018, plaintiff filed a Private Settlement Agreement (Doc. #29), wherein he asks the Clerk of Court to enter an order which would release him from custody. The Court construes this filing as a motion. For reasons stated in Memorandum And Order (Doc. #17) filed March 14, 2018 at 2, and Memorandum And Order (Doc. #27) filed May 15, 2018 at 3-4, the Court overrules plaintiff’s motion.<sup>1</sup>

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<sup>1</sup> The Court considers a document “frivolous” when “it lacks an arguable basis either in law or in fact.” Neitzke v. Williams, 490 U.S. 319, 325 (1989) (frivolous filings include “fanciful factual allegation[s]” or “inarguable legal conclusion[s]”). The fact that a party attaches exhibits to a motion does not show that the motion has an arguable basis in law or fact.

Defendant’s basic contention – i.e. that he can satisfy his criminal judgment and shorten his prison sentence through monetary payments – lacks any basis in law. Further, defendant has “an extensive record of frivolous filings.” United States v. Crawford, No. 05-294 (JRT/AJB), 2009 WL 1096050, at \*1 (D. Minn. Apr. 22, 2009); see also Memorandum In Support Of United States’ Motion To Dismiss (Doc. #5) filed January 5, 2018 at 1-2 n.1 (summarizing plaintiff’s prior filings in the District of Kansas). The Court finds that plaintiff’s motion is frivolous, see Private Settlement Agreement (Doc. #29), and retains authority to sanction plaintiff for frivolous filings in the future. Fed. R. Civ. P. 11(c).

**IT IS THEREFORE ORDERED** that plaintiff's Private Settlement Agreement (Doc. #29), which the Court construes as a motion for release from custody, filed May 30, 2018 is **OVERRULED**.

Dated this 6th day of June, 2018 at Kansas City, Kansas.

s/ Kathryn H. Vratil  
Kathryn H. Vratil  
United States District Judge