

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

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

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.¹

¹ 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