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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

CLIFFORD ABREU,

 Plaintiff,

 vs.

MATTHEW L. CATE, et al.,

 Defendants.

No. 2:10-cv-1621 JAM CKD P

ORDER


A settlement conference was conducted in this case on June 9, 2014. The case settled at that time and was subsequently closed on December 18, 2014 (Dkt. No. 75).

The court received a letter from plaintiff dated January 14, 2015 (Dkt. No. 77), requesting that the court vacate the settlement agreement due to the fact that one of the settlement terms allegedly had not been met. Plaintiff stated that the unmet term was the promise that Gerald Bryan Smith, an attorney who appeared solely to assist plaintiff at the settlement conference, would be refunding \$500 to plaintiff's aunt, Joanne Dean, who had advanced legal fees to Mr. Smith for representing plaintiff at the settlement conference. However, in response to plaintiff's letter, attorney Gerald Bryan Smith filed a declaration (Dkt. No. 78) stating that he spoke with Ms. Dean after the settlement conference and she did not expect or wish Mr. Smith to refund the

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1 \$500 to her. Accordingly, based upon the declaration filed by Mr. Smith, the court finds that no
2 further action is necessary, and plaintiff's request to vacate the settlement agreement is denied.

3 Dated: February 12, 2015

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6 KENDALL J. NEWMAN
7 UNITED STATES MAGISTRATE JUDGE
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