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8	UNITED STATES DISTRICT COURT	
9	FOR THE EASTERN DISTRICT OF CALIFORNIA	
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11	JAMAAL THOMAS,	No. 2:11-cv-1138 MCE EFB P
12	Plaintiff,	
13	v.	<u>ORDER</u>
14	ANTIPOV, et al.,	
15	Defendants.	
16		
17	Plaintiff is a state prisoner, proceeding pro se. On May 5, 2015, the undersigned held a	
18	settlement conference, during which the parties reached a settlement. The court read the terms of	
19	the settlement on the record to which the parties agreed. On June 21, 2015, plaintiff wrote the	
20	undersigned a letter marked "confidential," in which he claims to "decline" the defendants'	
21	settlement offer. However, the undersigned has reviewed the terms of the settlement placed on	
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settlement conference, during which the parties reached a settlement. The court read the terms of the settlement on the record to which the parties agreed. On June 21, 2015, plaintiff wrote the undersigned a letter marked "confidential," in which he claims to "decline" the defendants' settlement offer. However, the undersigned has reviewed the terms of the settlement placed on the court record. The record reflects that all parties agreed to the terms of the settlement in open court, and the undersigned confirmed that the settlement proceeds would first be applied against any restitution owed by the plaintiff, and the actual amount of the restitution would have no impact on the enforceability of the settlement as agreed. In other words, the parties were cautioned that an increase or decrease in the amount owed would have no impact on the settlement of this case.

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The court has reviewed plaintiff's letter and determined that because it does not divulge confidential terms of the settlement, the letter will be filed in this case.

Accordingly, IT IS HEREBY ORDERED that plaintiff's June 21, 2015 letter to the undersigned is filed in the above case and disregarded.

Dated: July 21, 2015

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UNITED STATES MAGISTRATE JUDGE