

FEB 25 2008

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U.S. COURT OF APPEALS

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

ROBERT STEVEN HUDSON,

Petitioner - Appellant,

v.

J. SOLIS, Warden,

Respondent - Appellee.

No. 05-17431

D.C. No. CV-04-02232-SI

MEMORANDUM\*

Appeal from the United States District Court  
for the Northern District of California  
Susan Yvonne Illston, District Judge, Presiding

Submitted July 17, 2007\*\*

Before: FARRIS, BOOCHEVER, and LEAVY, Circuit Judges.

Robert Steven Hudson, a California state prisoner, appeals from the district court's judgment denying his habeas corpus petition brought under 28 U.S.C. § 2254 challenging the California Board of Prison Terms' ("BPT") 2003 decision

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\* This disposition is not appropriate for publication and is not precedent except as provided by 9th Cir. R. 36-3.

\*\* The panel unanimously finds this case suitable for decision without oral argument. *See* Fed. R. App. P. 34(a)(2).

denying him parole. We have jurisdiction under 28 U.S.C. § 2253. We review de novo a district court's decision to deny a habeas corpus petition brought under § 2254, *see Sass v. Cal. Bd. of Prison Terms*, 461 F.3d 1123, 1126 (9th Cir. 2006), and we affirm.

Appellee's contention that there is no federally protected liberty interest in parole release in California is foreclosed. *See id.* at 1127-28.

The 2003 decision of the BPT to deny Hudson parole did not violate his due process rights because some evidence supports the BPT's decision. *See Irons v. Carey*, 505 F.3d 846, 851 (9th Cir. 2007). Accordingly, the state court's decision rejecting Hudson's claim was not contrary to, and did not involve an unreasonable application of, clearly established federal law, as determined by the Supreme Court of the United States. *See* 28 U.S.C. § 2254(d)(1); *see also Irons*, 505 F.3d at 851.

The BPT did not violate the plea agreement when it denied Hudson parole. The plea agreement does not contain a provision promising parole upon certain conditions and the record does not contain evidence that the parties agreed to such terms. *See Brown v. Poole*, 337 F.3d 1155, 1159-60 (9th Cir. 2003) (plea agreements subject to contract law standards of interpretation).

We reject Hudson's assertion that the BPT was biased because Hudson has not presented sufficient evidence to overcome the presumption that the BPT acted with honesty and integrity in reaching its 2003 decision denying him parole. *See Stivers v. Pierce*, 71 F.3d 732, 741 (9th Cir. 1995).

**AFFIRMED.**