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5 Attorneys for Plaintiff,
 6 SUN-MATE CORPORATION

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 9 UNITED STATES DISTRICT COURT
 10 CENTRAL DISTRICT OF CALIFORNIA
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12 SUN-MATE CORPORATION, a
 13 California corporation

14 Plaintiff,

15 vs.

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 17 KOOLATRON CORP., a Canadian
 18 corporation; TARGET
 19 CORPORATION, a Minnesota
 20 corporation; THE COCA-COLA
 21 COMPANY, a Delaware corporation,
 and DOES I - X, Inclusive,

22 Defendants.
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CASE NO.
 CV10-4735-JST(JCGx)

ORDER OF DISMISSAL

24 The parties have stipulated and agreed to dismiss the action, with prejudice,
 25 with this Court retaining jurisdiction over the subject matter of this case for the
 26 purposes of enforcing the terms and obligations imposed by the parties' Settlement
 27 Agreement pursuant to Kokkonen v. Guardian Life Ins. Co., 511 U.S. 375, 114
 28 S.Ct. 1673 (1994). Accordingly,

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IT IS THEREBY ORDERED THAT:

- 1. Plaintiff’s action against defendants, and defendants’ action against plaintiff, is hereby dismissed with prejudice;
- 2. Each party shall bear its own costs and attorneys’ fees; and
- 3. This Court retains jurisdiction over this matter for the express purpose of enforcing the terms of and the obligations imposed by the Agreement settling this case and all agreements referenced therein, including without limitation any action or motion for breach of such agreements.

Dated: September 19, 2011

JOSEPHINE STATON TUCKER
UNITED STATES DISTRICT JUDGE