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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA - FRESNO DIVISION

FARM CREDIT WEST, PCA,

Plaintiff,

v.

CASE LANTING, an individual; and, JANE
LANTING, an individual

Defendants.

Case No. 1:13-cv-00712-AWI-SMS

**ORDER APPROVING STIPULATED
DISMISSAL PURSUANT TO RULE
41(a)(1)(A)(ii) OF THE FEDERAL
RULES OF CIVIL PROCEDURE**

The Court having read and considered the “*Stipulation For Dismissal Pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure*” between Plaintiff Farm Credit West, PCA (“Plaintiff”), on the one hand, and Defendants Case Lanting and Jane Lanting (the “Defendants”), on the other hand (the “Dismissal Request”), hereby **ORDERS** that:

1. The Dismissal Request is approved;
2. The Plaintiff’s Complaint is dismissed without prejudice;
3. The Defendants’ Counterclaim is dismissed with prejudice;
4. The Defendants waive any and all defenses to the Plaintiff’s Complaint;
5. The Defendants shall bear their own costs;
6. This Court hereby reserves and retains jurisdiction of this action to enforce the “*Settlement Agreement and Reaffirmation Agreement*” dated July 25, 2014 (the “Settlement Agreement”) entered into by Plaintiff and the Defendants to, among other things, permit Plaintiff to reopen this case upon the *ex parte* application without a hearing to enter Judgment

1 against the Defendants in accordance with a Stipulation for Entry of Judgment executed in
2 connection with the Settlement Agreement;¹

3 7. The Court hereby reserves and retains exclusive jurisdiction to: (a) interpret,
4 implement, and enforce the provisions of this Order; (b) interpret, enforce, and implement, all of
5 the terms of the Settlement Agreement, and any other supplemental documents or agreements
6 executed in connection therewith; and (c) resolve any and all disputes, controversies or claims
7 arising out of or related in any manner to this Order, the Settlement Agreement, and/or the
8 documents executed in connection with the Settlement Agreement.

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10 IT IS SO ORDERED.

11 Dated: August 12, 2014


12 SENIOR DISTRICT JUDGE

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26 ¹ The Parties cite to California Code of Civil Procedure section 664.6 as the purported authority for the Court to
27 exercise continuing jurisdiction over this matter to enforce their settlement agreement. This Court is neither bound
28 by nor authorized to act pursuant to the California Code of Civil Procedure. Rather, this Court will maintain
ancillary jurisdiction to enforce the settlement agreement as provided by *Kokkonen v. Guardian Life Ins. Co. of
America*, 511 U.S. 375, 381-382 (1994).