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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

JOSE ACOSTA,

Plaintiff,

v.

EXTREME CONNECTIONS, INC. dba
EXTREME CONNECTIONS, et al.,

Defendants.

No. 1:17-CV-01215-AWI-SKO

**ORDER DIRECTING THE CLERK OF
THE COURT TO CLOSE THE CASE**

(Doc. 18)

On March 6, 2018, the parties filed a Joint Stipulation to dismiss the matter with prejudice.¹ (Doc. 18.) In light of the parties’ Stipulation, this action has been terminated, *see* Fed. R. Civ. P. 41(a)(1)(A)(ii); *Wilson v. City of San Jose*, 111 F.3d 688, 692 (9th Cir. 1997), and has been dismissed with prejudice. Accordingly, the Clerk of the Court is DIRECTED to close this case.

IT IS SO ORDERED.

¹ The parties also requested that the Court “retain jurisdiction to enforce the terms of their settlement agreement under the authority of *Kokkonen v. Guardian Life Ins. Co. of America*, 511 U.S. 375, 381-82 (1994).” (Doc. 18 at 2.) The Court, in its discretion, declines the parties’ request. *See Kokkonen*, 511 U.S. at 381; *Camacho v. City of San Luis*, 359 F. App’x 794, 798 (9th Cir. 2009); *cf. California Sportfishing Prot. All. v. Agric. Mgmt. & Prod. Co., Inc.*, No 2:14-cv-02328-KJM-AC, 2016 WL 4796841, at *1 (E.D. Cal. Sept. 14, 2016) (noting that “the court in its discretion typically declines to maintain jurisdiction to enforce the terms of the parties’ settlement agreement,” but making “an exception: and retaining jurisdiction where the parties “engaged in significant settlement discussions with the assigned magistrate judge prior to ultimately settling according to terms of their Consent Agreement”).

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Dated: March 7, 2018

/s/ Sheila K. Oberto
UNITED STATES MAGISTRATE JUDGE