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8   UNITED STATES DISTRICT COURT

9   FOR THE EASTERN DISTRICT OF CALIFORNIA

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11   RACHEL BRYANT,   No. 1:17-cv-01459-DAD-SKO

12   Plaintiff,

13   v.   ORDER DIRECTING THE CLERK OF THE
                                              COURT TO CLOSE THE CASE
14   TRAIN DEPOT, INC., et al.,
                                              (Doc. 10)
15   Defendants.

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18   On February 6, 2018, the parties filed a joint stipulation dismissing the action with

19   prejudice.[1] (Doc. 10.) In light of the parties' stipulation, this action has been terminated, *see* Fed.

20   R. Civ. P. 41(a)(1)(A)(ii); *Wilson v. City of San Jose*, 111 F.3d 688, 692 (9th Cir. 1997), and has

21   been dismissed with prejudice. Accordingly, the Clerk of the Court is directed to close this case.

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23   IT IS SO ORDERED.

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25   [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. 10 at 2.)
26   The Court in its discretion declines the parties' request. *See id.* 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-
27   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
28   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.").

Dated: __**February 7, 2018**__ _____/s/ _Sheila K. Oberto_____

UNITED STATES MAGISTRATE JUDGE