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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

RACHEL BRYANT,
Plaintiff,
v.
TRAIN DEPOT, INC., et al.,
Defendants.

No. 1:17-cv-01459-DAD-SKO

ORDER DIRECTING THE CLERK OF THE
COURT TO CLOSE THE CASE

(Doc. 10)

On February 6, 2018, the parties filed a joint stipulation dismissing the action with prejudice.¹ (Doc. 10.) 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. 10 at 2.) 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-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: February 7, 2018

/s/ Sheila K. Overt
UNITED STATES MAGISTRATE JUDGE