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IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA

12 J & J SPORTS PRODUCTIONS, INC.,            )  
13    )           2:07-cv-02104-GEB-DAD  
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16    )             
17    )             
18    )           

Plaintiff,

v.    )           ORDER

15 JOSE GUADALUPE PRADO and                    )  
16 MARIA ELENA PRADO, individually            )  
17 and d/b/a/ RESTAURANTE DEL PRADO,        )  
18    )           

Defendants.                                        )

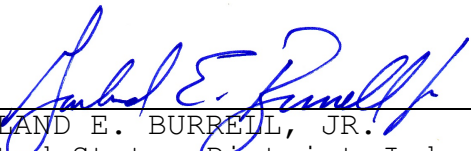
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19                    On August 4, 2009, the parties filed a stipulation and  
20 proposed order in which they state this action has settled "subject to  
21 the Court's jurisdiction to enforce the settlement agreement reached  
22 between the Parties." The parties mistakenly assume the court would  
23 exercise jurisdiction over some part of their settlement agreement  
24 that has not been explained in their stipulation. "Moreover, the mere  
25 fact that the parties agree that the court exercise continuing  
26 jurisdiction is not binding on the court." Arata v. NuSkin Int'l,  
27 Inc., 96 F.3d 1265, 1269 (9th Cir. 1996).

28                    However, this action is dismissed since the parties request

1 that it be dismissed. See generally Oswalt v. Scripto, Inc., 616 F.2d  
2 191, 194-95 (5th Cir. 1980) (indicating even when parties fail to enter  
3 a "formal dismissal . . . in the record" the court may dismiss the  
4 action when it is evident that the parties intended to have the action  
5 dismissed).

6 Dated: August 6, 2009

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GARLAND E. BURRELL, JR.  
United States District Judge

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