

1
2
3
4
5 UNITED STATES DISTRICT COURT
6 EASTERN DISTRICT OF CALIFORNIA
7

8	JOE HAND PROMOTIONS, INC.,)	2:10-cv-0095-GEB-KJN
)	
9	Plaintiff,)	<u>ORDER DISMISSING</u>
)	<u>PLAINTIFF'S COMPLAINT AND</u>
10	v.)	<u>DECLINING TO RETAIN</u>
)	<u>JURISDICTION OVER THE</u>
11	DAVID MICHAEL DAY, individually)	<u>PARTIES' SETTLEMENT</u>
	and d/b/a NICK'S NIGHT CLUB a/k/a)	<u>AGREEMENT</u>
12	OFF LIMITS,)	
)	
13	Defendant.)	
)	
14	_____)	

15 On July 23, 2010, the parties filed a joint "Stipulation of
16 Dismissal of Plaintiff's Complaint," which states "it is hereby
17 stipulated... that the above-entitled action is hereby dismissed without
18 prejudice... and subject to the Court's jurisdiction to enforce the
19 settlement agreement reached between the Parties." (Docket No. 15,
20 1:17-23.) The parties further state if "no Party . . . has filed a
21 motion to reopen this action by May 1, 2011, the dismissal shall be
22 deemed with prejudice." (Id., 2:2-3.)

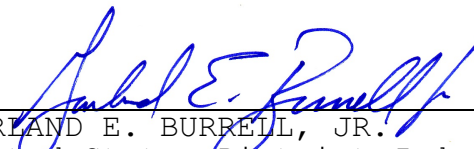
23 Although the parties request this court retain jurisdiction to
24 enforce their settlement agreement, the court declines to do so. The
25 parties have not provided the settlement terms over which they seek to
26 have the court exercise jurisdiction, and there is no indication that an
27 independent basis for federal jurisdiction exists.
28

1 "[T]he mere fact that the parties agree that the court should
2 exercise continuing jurisdiction [over a settlement agreement] is not
3 binding on the court." Arata v. Nu Skin Int'l, Inc., 96 F.3d 1265, 1268
4 (9th Cir. 1996) (citations omitted). "A federal court may refuse to
5 exercise continuing jurisdiction [over a settlement agreement] even
6 though the parties have agreed to it. Parties cannot confer jurisdiction
7 by stipulation or consent." Collins v. Thompson, 8 F.3d 657, 659 (9th
8 Cir. 1993) (citations omitted). Therefore, "[a]bsent [the federal
9 court's agreement to exercise jurisdiction over a settlement],
10 enforcement of the settlement agreement is for state courts, unless
11 there is some independent basis for federal jurisdiction." Kokkonen v.
12 Guardian Life Ins. Co. of Am., 511 U.S. 375, 382 (1994).

13 Accordingly, this action is dismissed without prejudice and
14 shall be closed.

15 IT IS SO ORDERED.

16 Dated: August 4, 2010

17
18 
19 _____
20 GARLAND E. BURRELL, JR.
21 United States District Judge
22
23
24
25
26
27
28