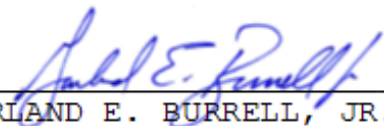


1 exercise continuing jurisdiction is not binding on the court."
2 Arata v. Nu Skin Int'l, Inc., 96 F.3d 1265, 1269 (9th Cir. 1996);
3 see also Jessup v. Luther, 277 F.3d 926, 929 (7th Cir. 2002)
4 (observing that settlement of a federal lawsuit "is just another
5 contract to be enforced in the usual way, that is, by fresh
6 suit") (citing Kokkonen v. Guardian Life Ins. Co., 511 U.S. 375,
7 378-82 (1994)) (additional citations omitted).

8 Further, in light of the parties' "complete and total"
9 settlement of this action and agreement to dismiss this action
10 with prejudice, (Dismissal Notice 1:25-2:2), this action is
11 dismissed with prejudice. See Eitel v. McCool, 782 F.2d 1470,
12 1472-73 (9th Cir. 1986) (explaining that "[t]he court reasonably
13 concluded that the parties had the requisite mutual intent to
14 dismiss the action with prejudice" when the court "f[ound] that
15 the parties' . . . representations to the court agreeing to a
16 dismissal with prejudice constituted a voluntary stipulated
17 dismissal under Rule 41(a)(1)(ii)").

18 Dated: October 17, 2013

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23 GARIAND E. BURRELL, JR.
24 Senior United States District Judge
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