

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

J & J SPORTS PRODUCTIONS, INC.,

No. C 16-02281 WHA

Plaintiff,

v.

MICHAEL JOSEPH KROUSE,  
individually and d/b/a Madrone Art Bar,  
and DIVISADERO 500, LLC, an unknown  
business entity d/b/a Madrone Art Bar,

**ORDER DISMISSING CASE**

Defendants.

Yesterday afternoon, the parties filed a notice of settlement and asked that today's hearing on plaintiff's motion to strike be vacated. The request to vacate the hearing was denied. Last night, the parties filed a stipulated dismissal but conditioned the dismissal on the Court retaining jurisdiction to enforce the settlement agreement.

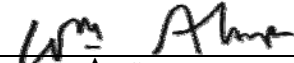
It is against the practice of this Court to retain jurisdiction to enforce settlement agreements. In the rare case where it has been allowed the parties must provide the Court with the written agreement they intend to have enforced. The parties failed to do so, and at the hearing today, counsel confirmed that the parties have not yet reduced their agreement to writing.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

The case is hereby **DISMISSED** without prejudice, but the Court will *not* retain jurisdiction over any settlement agreement. The parties will need to pursue any relief relating to the settlement agreement in state court. The pending motion to strike is **DENIED AS MOOT**.

**IT IS SO ORDERED.**

Dated: September 8, 2016.

  
\_\_\_\_\_  
WILLIAM ALSUP  
UNITED STATES DISTRICT JUDGE