



1 and hence requires its own basis for jurisdiction.” *Kokkonen v. Guardian Life Ins. Co. of America*,  
2 511 U.S. 375, 378 (1994). Subject matter to enforce a settlement agreement may lie if the district  
3 court expressly includes in its dismissal order language incorporating the terms of the settlement  
4 agreement or retaining jurisdiction over disputes arising from the settlement agreement. *Id.* at 380-  
5 81. “Absent such action, however, enforcement of the settlement agreement is for state courts,  
6 unless there is some independent basis for federal jurisdiction.” *Id.* at 382.

7 Barrios asserts that this Court “specifically retained jurisdiction” to enforce the settlement  
8 agreement. *See* Dkt. Entry 67 at p. 1. However, the Court’s Order of Dismissal issued on June 16,  
9 2009, read in its entirety as follows:

10 The Court has been advised that the parties have agreed to a settlement of this  
11 case.

12 IT IS HEREBY ORDERED that the case be dismissed with prejudice.  
13 However, if any party notifies the Court within ninety days of the date of this order  
14 that the agreed consideration for said settlement has not been delivered, this order  
15 will be vacated and the case will be restored to the calendar to be set for trial.

16 Dkt. Entry 65.

17 This language did not incorporate the terms of the parties’ settlement agreement, nor did it  
18 retain jurisdiction over disputes arising from the settlement agreement. The Court’s order did  
19 provide a ninety-day window within which a party could seek to have the order vacated for failure  
20 to deliver consideration. The present motion was filed more than two years after entry of the  
21 dismissal order and thus does not fall within that ninety-day window. Barrios has not demonstrated  
22 any independent basis for jurisdiction.

23 Accordingly, the motion to enforce settlement is DENIED.

24 IT IS SO ORDERED.

25 DATED: 9/26/2012

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JEREMY FOGEL  
United States District Judge