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15 Attorneys for Defendant
 16 WAL-MART STORES, INC.

17 UNITED STATES DISTRICT COURT
 18 NORTHERN DISTRICT OF CALIFORNIA
 19 SAN JOSE DIVISION

20 ROSALIND LOPEZ,
 21 Plaintiff,
 22 vs.
 23 WAL-MART STORES, INC. and DOES 1-20,
 inclusive.
 24 Defendant.

CASE NO. CV11-01632 LHK
 SECOND STIPULATED REQUEST FOR
 DISMISSAL WITH PREJUDICE; ~~PROPOSED~~
 ORDER
 Judge: The Hon. Lucy H. Koh
 Date of Removal: April 4, 2011
 Trial Date: May 21, 2012

1 TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

2 The Parties have heard the Court and understand the Court does not wish to delay the
3 dismissal. As such, the Parties hereby request a dismissal with prejudice, and respectfully ask the
4 Court to retain jurisdiction over this action for the purpose of resolving any disputes that may arise
5 and be raised with the Court within the next 60 days in connection with the settlement agreement, its
6 terms or the enforcement thereof.
7

8 The Parties have executed a formal written settlement agreement resolving this matter.
9 However, if the matter is unconditionally dismissed with prejudice and there is an (unlikely) breach
10 of the payment terms of the settlement agreement, the entire prejudice of dismissal would fall on Ms.
11 Lopez, who would have no case and a broken settlement agreement requiring a new lawsuit to
12 enforce it.

13 The Court's retaining jurisdiction over the parties to monitor and enforce the settlement in the
14 event of a future dispute protects the Plaintiff from a potential risk of the settlement falling apart.
15 Such oversight has been found to be appropriate in other matters to address similar concerns. See
16 e.g. *Flanagan v. Arnaiz* (9th Cir., 1998) 143 F.3d 540, 545.
17

18 In addition, the Parties Stipulate that based on the settlement, the current trial date and all pre-
19 trial deadlines are moot and should be vacated.
20

21 So stipulated:
22
23
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1 DATED: May 7, 2012

GORDON & REES

2
3 By: /s/ Michael Bruno
4 Michael D. Bruno
5 Attorneys for Defendant
6 WAL-MART STORES, INC.

7 DATED: May 7, 2012

LAW OFFICE OF RICHARD J. VAZNAUGH
THE DERUBERTIS LAW FIRM

8 By: /s/ Richard J. Vaznaugh
9 RICHARD J. VAZNAUGH
10 Attorney for Plaintiff

11 * * * * *

12 [PROPOSED] ORDER

13 PURSUANT TO STIPULATION, IT IS SO ORDERED.

14 Dated: May 7, 2012

15 
16 _____
17 HON. LUCY H. KOH
18 UNITED STATES DISTRICT JUDGE