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 KYOKO BLACK and KEIKO ORTIZ

14 UNITED STATES DISTRICT COURT
 15 FOR NORTHERN DISTRICT OF CALIFORNIA
 16 SAN JOSE DIVISION

17 LINO FRANCISCO MANDUJANO RUSTRO, Case No.: CV 13-01327 HRL

18 Plaintiff,

19 v.

20 KYOKO BLACK and KEIKO ORTIZ,

21 Defendants.
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**STIPULATION AND ORDER TO
 DISMISS WITH PREJUDICE;
 COURT TO RETAIN JURISDICTION
 TO ENFORCE SETTLEMENT
 AGREEMENT**

1 THE PARTIES HEREBY STIPULATE AS FOLLOWS THROUGH THEIR
2 ATTORNEYS OF RECORD:

- 3 1. The matter has fully settled and the parties have executed a written settlement
4 agreement.
- 5 2. The parties stipulate that this matter be dismissed with prejudice now.
- 6 3. The parties request that the Court retain jurisdiction to enforce the settlement
7 agreement in the event there is a breach for a period of approximately 30 days or
8 to November 11, 2013.
- 9 4. The stipulation is without prejudice to the agreement being enforced after the
10 expiration of that date in a separate proceeding.

11 IT IS SO STIPULATED

12 FOR PLAINTIFF

13 DATED: 10/15/13
~~October 9, 2013~~

14 By: 
TOMAS MARGAIN
HUY TRAN
For Plaintiff

15 FOR DEFENDANTS

16 DATED: 10/10/13

17 By: 
CHRISTOPHER E. PANETTA
For Defendants

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ORDER .

Based on the stipulation of counsel and good cause shown, this matter is dismissed with prejudice. All deadlines are hereby terminated. The parties have reached a settlement through counsel. The Court retains jurisdiction to enforce the terms of settlement agreement so long as a motion is filed before ~~November 11~~ **December 31**, 2013. After that, this order is without prejudice with any party seeking to enforce the contract in a separate proceeding.

IT IS SO ORDERED

DATED: 12/3/13

By: 
HOWARD R. LLOYD
United States Magistrate Judge