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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

VANCE HILDERMAN, an individual;	)	<b>Civil Case No. 05CV1049-BTM (AJB)</b>
HIGHRELY, INC., a Delaware corporation,	)	
	)	<del>PROPOSED</del> <b>ORDER GRANTING</b>
Plaintiff,	)	<b>JOINT MOTION TO DISMISS ENTIRE</b>
v.	)	<b>ACTION WITH RESERVATION OF</b>
	)	<b>JURISDICTION TO ENFORCE</b>
ENE A TEKSCI, INC. dba ENEA	)	<b>SETTLEMENT AGREEMENT</b>
EMBEDDED TECHNOLOGY,	)	
	)	<b>Judge: Hon. Barry Ted Moskowitz</b>
Defendants.	)	
<hr/>		
AND RELATED COUNTER CLAIMS	)	
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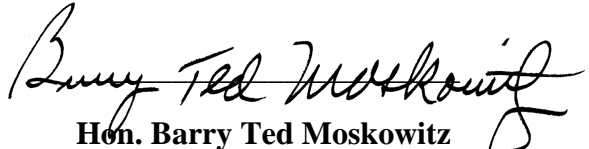
The parties have jointly requested that the Court dismiss the entire action with prejudice, while reserving jurisdiction to enforce the settlement agreement between the parties. The parties state that the entire case has been settled pursuant to a Settlement Agreement and Mutual Release with an effective date of June 18, 2010 (“Settlement Agreement”). Parties to an action may request that the court retain jurisdiction to enforce a settlement agreement. *See Hagestad v. Tragesser*, 49 F.3d 1430 (9th Cir. 1995). Since it would be economical for this Court to retain jurisdiction so that a breach of the Settlement Agreement would not require a new litigation, the Court retains jurisdiction to enforce the Settlement Agreement. All parties are ordered to comply with the terms of the Settlement Agreement.

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Upon the Agreement of all parties, the entire action is dismissed with prejudice pursuant to Fed. R. Civ. P. 41 (a)(2). Each party shall pay its own costs and attorneys fees.

**SO ORDERED.**

DATED: June 28, 2010

  
**Hon. Barry Ted Moskowitz**