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24 **UNITED STATES DISTRICT COURT**
25 **CENTRAL DISTRICT OF CALIFORNIA**

26 JAMES TYSON, LENKA JOHN, and
27 NOEL HARNER, CHARLES
28 CLAYTON, MELISSA JONES,
individuals; SOCAL TRASH ARMY,
an unincorporated association,

Plaintiffs,

v.

CITY OF SAN BERNARDINO, a
municipal entity; DOES 1-20,
Defendants.

Case No. 5:23-cv-01539 TJH (SHKx)

ORDER OF DISMISSAL
[113] [JS-6]

Hon. Terry J. Hatter, Jr.

1 Having reviewed the Joint Stipulation and Request for Dismissal
2 (“Stipulation”), pursuant to Federal Rule of Civil Procedure 41(a)(2) and good cause
3 appearing therefore, IT IS HEREBY ORDERED:

- 4 1. The Preliminary Injunction entered on January 12, 2024 in the above-
5 captioned lawsuit (Dkt. 63) is hereby dissolved in its entirety.
- 6 2. The Court expressly incorporates all the terms of the Agreement, attached
7 hereto as Exhibit A, into this Order, including all non-monetary terms and
8 the terms of the Exhibits attached to the Agreement which are also
9 incorporated by reference, and hereby ORDERS the Parties to comply with
10 all terms of the Agreement and any further orders from this Court in this
11 matter.
- 12 3. By entering this Order and incorporating the terms of the Agreement, as
13 agreed to by the parties, this Court (a) approves the Parties’ written consent
14 to proceed before Magistrate Judge Shashi H. Kewalramani (or, in the event
15 of his unavailability, another United States Magistrate Judge on the Central
16 District of California’s Voluntary Consent List that the Parties Agree to),
17 and (b) Magistrate Judge Shashi H. Kewalramani expressly retains
18 jurisdiction for a period of three (3) years from the date of this Order to
19 enforce the Agreement and to resolve any future disputes regarding
20 interpretation, performance, or enforcement of the Agreement, including
21 and expressly, the non-monetary terms set forth in the Agreement and its
22 Exhibits, as agreed to by the Parties as a condition of resolving their
23 disputes. *See Kokkonen v. Guardian Life Ins. Co.*, 511 U.S. 375, 381
24 (1994); *Flanagan v. Arnaiz*, 143 F.3d 540, 544 (9th Cir. 1998).
- 25 4. For the period of three (3) years from the date of this Order, the Parties shall
26 comply with the Dispute Resolution procedures in the Agreement to
27 address any disputes related to the Agreement.
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- 5. Except as provided otherwise in the Agreement, each side shall bear their own fees and costs in this Lawsuit.
- 6. This Lawsuit is hereby dismissed with prejudice.

IT IS SO ORDERED.

Dated: SEPTEMBER 25, 2024



The Honorable Terry J. Hatter, Jr.
United States District Judge

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