

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

SHAWEASAW N. STANLEY,)	
)	
Plaintiff,)	
)	
v.)	CIVIL ACTION 16-0480-WS-B
)	
QUALITY CAREGIVERS SOLUTION))	
SERVICES LLC, et al.,)	
)	
Defendants.)	

ORDER

On January 12, 2018, the Court ordered the parties to file a jointly proposed final judgment on or before April 5, 2018. (Doc 49 at 2). They failed to do so. The Court on April 11, 2018 therefore ordered the parties to do so by April 12, 2018. (Doc. 50). The parties have done so, (Doc. 52), but their proposed order is not compliant with the Court’s previous order stating that it would not retain jurisdiction over this matter for purposes of enforcing the parties’ agreement to stretch out payments over a two-year period. (Doc. 49 at 2). Instead, the parties have submitted an elaborate proposed final judgment that sets forth the dates that various payments must be made and the financial penalties that will result from failure to make timely payment. The Court’s entry of such a judgment would entangle it in any future collection attempts by the plaintiffs¹ – the precise result the Court has expressly rejected.

The Court stated in its previous order that, failing any timely indication that a different amount should be awarded, it would enter judgment on April 6, 2018 in

¹ See *Kokkonen v. Guardian Life Insurance Co.*, 511 U.S. 375, 381 (1994) (a court retains jurisdiction over enforcement of a settlement “if the parties’ obligation to comply with the terms of the settlement agreement [is] made part of the order of dismissal ... by incorporating the terms of the settlement agreement in the order”). The Court cited this portion of *Kokkonen* in its previous order. (Doc. 49 at 2 n.2).

the amount of \$27,629.29. Because the parties have not indicated that a different amount is appropriate, the Court will enter judgment accordingly.

DONE and ORDERED this 12th day of April, 2018.

s/ WILLIAM H. STEELE
UNITED STATES DISTRICT JUDGE