

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
WESTERN DIVISION**

**BALDWIN & SHELL
CONSTRUCTION COMPANY**

PLAINTIFF

v. Case No. 4:15-cv-00008 KGB

**RUSSELL COKER, INC. AND
U.S. SPECIALTY INSURANCE COMPANY**

DEFENDANTS

AND

RUSSELL COKER, INC.

COUNTERCLAIMANT

v.

**BALDWIN & SHELL
CONSTRUCTION COMPANY**

COUNTERCLAIM DEFENDANT

ORDER

Before the Court is plaintiff and counter-defendant Baldwin & Shell Construction Company's ("B&S") motion to enforce settlement agreement and for entry of an order of dismissal with prejudice (Dkt. No. 21). B&S states that counsel for defendant and counterclaimant Russell Coker, Inc. ("RCI"), has stalled and refused to approve the filing of a stipulation of dismissal, despite his client's execution and delivery of the settlement agreement, delaying distribution of the settlement funds. Defendant and counterclaimant U.S. Specialty Insurance Company ("USSIC") concurs with the relief requested by B&S and further requests costs for the necessity of B&S's motion (Dkt. No. 23).

RCI's counsel responds that, because his client has not responded to or answered his attempts to contact it, he can neither confirm nor dispute whether the signature of Tom Coker, president of RCI, is valid and whether the writing conforms to any agreement or understanding that may have been reached (Dkt. No. 22). In response, USSIC attached the affidavit of one of

its bond claims managers, Greg Ching (Dkt. No. 23, at 4). Mr. Ching avers that he sent a copy of the settlement agreement to Mr. Coker, who executed and returned the agreement. Mr. Ching also states that Mr. Coker told him that he would confirm with RCI's counsel that he executed the agreement, though it is unclear whether Mr. Coker has done so.

Based on the record, the Court grants plaintiff's motion to enforce the settlement agreement. This case is dismissed with prejudice. USSIC's request for costs is denied.

SO ORDERED this 29th day of July, 2015.



KRISTINE G. BAKER
UNITED STATES DISTRICT JUDGE