

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

THE PROVIDENT BANK,

Plaintiff,

v.

Case No: 2:13-cv-872-FtM-38DNF

GULF COAST CHARTERS, LLC and
ROBERT W. BROWN,

Defendants.

ORDER¹

This matter comes before the Court on Stipulation ([Doc. #54](#)) filed on February 20, 2015. On December 31, 2014, the Court administratively closed the case in light of the Plaintiff's Notice of Settlement. (See [Doc. #53](#); [Doc. #52](#)). The Court also gave the parties sixty days to submit a stipulated form of final judgment or motion to reopen the action, upon a showing of good cause. The parties have timely filed a Stipulation. ([Doc. #54](#)).

The parties stipulate to the following:

1. The parties have entered into a Settlement Agreement whereby installment payments are required to be made by Defendants.
2. Should the Defendants default on the installment payments, then THE PROVIDENT BANK will be entitled to a consent judgment based on the terms of the Settlement Agreement and on a properly sworn Affidavit of THE PROVIDENT BANK. The unexecuted consent judgment will be held in escrow until either all payments are made under the Settlement Agreement, or a default, where it will be filed with the Court for entry and execution.

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([Doc. #54](#)). The parties further request the Court to retain jurisdiction to enforce the settlement agreement. ([Doc. #54](#), ¶3). The Court respectfully declines this request because it is the undersigned's custom not to retain jurisdiction to enforce settlement agreements.

Accordingly, it is now

ORDERED:

The Clerk is directed to dismiss this case with prejudice, enter judgment in accordance with the parties' stipulation, and close the file.

DONE and **ORDERED** in Fort Myers, Florida this 23rd day of February, 2015.


SHERI POLSTER CHAPPELL
UNITED STATES DISTRICT JUDGE

Copies: All Parties of Record