

**IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF GEORGIA
STATESBORO DIVISION**

SESOLINC GRP, INC.,	*	
	*	
Plaintiff,	*	
	*	
v.	*	CV 615-025
	*	
METAL-CON, INC.; LARISCY	*	
MECHANICAL FABRICATORS, INC.;	*	
and DERON EDWIN LARISCY,	*	
	*	
Defendants.	*	

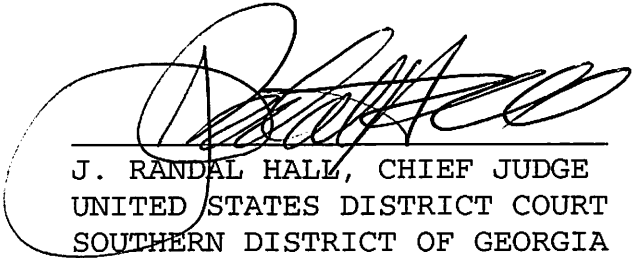
O R D E R

Before the Court is the parties' stipulation of dismissal. (Doc. 74.) Therein, the parties state that they have executed a settlement agreement resolving their dispute and request the Court to dismiss this case, "subject only to a party's right to enforce the settlement agreement[] and the right to re-open in the event of a claimed default in following the terms of the agreement." (Id.) The stipulation is signed by all parties in the case. (Id.)

Upon due consideration, the Court finds that dismissal is appropriate under Federal Rule of Civil Procedure 41(a). **IT IS THEREFORE ORDERED** that Plaintiff's claims against Defendants are **DISMISSED**. The Clerk is directed to **TERMINATE** all motions and deadlines and **CLOSE** this case. The Court, however, shall retain jurisdiction over this matter solely to enforce the parties'

aforementioned settlement agreement. See Disability Advocates & Counseling Grp., Inc. v. E.M. Kendall Realty, Inc., 366 F. App'x 123, 125 (11th Cir. 2010) ("When a district court's dismissal order either incorporates the terms of the settlement agreement or expressly retains jurisdiction to enforce the settlement, the agreement functions as a consent decree that the district court has jurisdiction to enforce." (citing Kokkonen v. Guardian Life Ins. Co. of Am., 511 U.S. 375, 380-82 (1994); Smalbein ex rel. Estate of Smalbein v. City of Daytona Beach, 353 F.3d 901, 905 (11th Cir. 2003); Am. Disability Ass'n, Inc. v. Chmielarz, 289 F.3d 1315, 1320-21 (11th Cir. 2002))).

ORDER ENTERED at Augusta, Georgia this 6th day of March, 2018.



J. RANDAL HALL, CHIEF JUDGE
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA