

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF IDAHO

LAKEVIEW CHEESE COMPANY,
LLC, a Nevada corporation,

Plaintiff,

v.

NELSON-RICKS CREAMERY
COMPANY, a Utah corporation;
NELSONRICKS CHEESE COMPANY,
INC., an Idaho corporation; and
GREENBERG CHEESE COMPANY, a
California corporation,

Defendants.

Case No. 4:13-cv-00361-BLW

MEMORANDUM DECISION AND
ORDER

Before the Court is Plaintiff Lakeview Cheese Company's Motion to Enforce Settlement Agreement (Dkt. 51). For the reasons set forth below the Court will grant the motion.

ANALYSIS

Lakeview and Defendants Greenberg Cheese Company and Nelson-Ricks Cheese

Company, Inc. (collectively “Greenberg”) entered into a General Release and Settlement Agreement to resolve their disputes. According to Lakeview, Greenberg agreed to the entry of a permanent injunction, to release the surety bond, and to make four monthly payments of \$10,000 for a total payment of \$40,000 to Lakeview in exchange for Lakeview’s releasing its claims. The first payment was due on April 1, 2014, but Greenberg apparently never paid. Lakeview says that it tried to contact Greenberg’s counsel on numerous occasions, but neither Greenberg nor their counsel have provided an explanation for failing to perform.

On April 24, 2014, Lakeview filed this Motion to Enforce the Settlement Agreement, requesting that the Court order Greenberg to comply with the Agreement, make timely payments as the agreement requires, and compensate Lakeview for its fees and costs incurred in enforcing the terms of the Agreement. Greenberg failed to file a response, which was due on May 19, 2014.

Having considered the motion and counsel’s declaration, the Court finds that the Motion to Enforce the Settlement Agreement should be granted. Greenberg agreed to make settlement payments but has failed to do so. Greenberg therefore has breached the settlement agreement. Accordingly, as requested by Lakeview, the Court will order Greenberg to comply with the Agreement, make timely payments as the agreement requires, and compensate Lakeview for its fees and costs incurred in enforcing the terms of the Agreement.

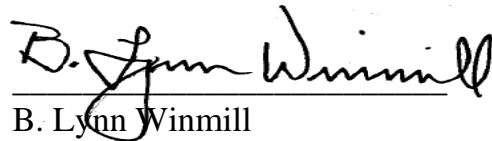
ORDER

IT IS ORDERED:

1. Plaintiff Lakeview Cheese Company's Motion to Enforce Settlement Agreement (Dkt. 51) is **GRANTED**. Greenburg must comply with the agreement, make timely payments as the agreement requires, and compensate Lakeview for the attorney fees and costs it has incurred in seeking to enforce the Settlement Agreement.
2. Lakeview shall submit an affidavit detailing the fees and costs it has incurred in enforcing the Settlement Agreement no later than **August 29, 2014**.



DATED: August 21, 2014



B. Lynn Winmill
Chief Judge
United States District Court