

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

SHELBY LAUDERDALE, ET AL.

CIVIL ACTION

v.

NO. 17-4152

JOSE CABALLERO, ET AL.

SECTION "F"

ORDER AND REASONS

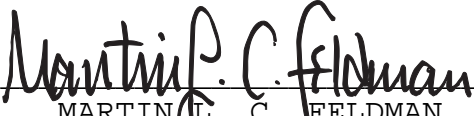
Local Rule 7.5 of the Eastern District of Louisiana requires that memoranda in opposition to a motion be filed eight days prior to the noticed submission date. No memoranda in opposition to Westfield Insurance Company's motion to enforce compromise and settlement agreement has been submitted.

Accordingly, because the motion is unopposed, and further, it appearing to the Court that the motion has merit,¹ IT IS ORDERED:

¹ The parties to this multiple-plaintiff personal injury lawsuit settled, and the settlement agreement was transcribed on the record in Magistrate Judge Roby's chambers on July 12, 2018. As terms of the settlement, the plaintiffs agreed to execute releases and to file a motion to dismiss a duplicative state court lawsuit. Although plaintiffs' counsel provided Westfield with a release executed by Katrice Drawsand, thus far the plaintiffs have failed to provide Westfield with a release agreement executed by Derrick Drawsand. Despite the fact that remaining plaintiffs Lauderdale and Rogers delivered executed settlement agreements to counsel for Westfield and that Westfield, in turn, tendered to plaintiffs' counsel checks in the agreed upon settlement amount, the plaintiffs have neglected to move to dismiss with prejudice the lawsuit still pending in state court.

that Westfield Insurance Company's motion to enforce compromise and settlement is hereby GRANTED as unopposed. IT IS FURTHER ORDERED: that, within five days, (i) plaintiffs Lauderdale and Rogers shall file a motion to dismiss with prejudice their petition for damages filed in Civil District Court, No. 2018-6130, Section L-6; and (ii) plaintiff Derrick Drawsand shall execute the release agreement provided to him through counsel and shall provide the executed release to Westfield. Failure to do so may result in sanctions including attorney's fees incurred by Westfield in filing its motion to enforce settlement and any other motions necessitated by the plaintiffs' non-compliance.

New Orleans, Louisiana, September 11, 2018


MARTIN L. C. FELDMAN
UNITED STATES DISTRICT JUDGE

This Court retained jurisdiction to enforce the settlement agreement reached by the parties. There is no dispute that the plaintiffs agreed to settle their claims and that Westfield upheld its end of the agreement. Westfield has demonstrated entitlement to an order enforcing those terms of the agreement with which the plaintiffs have failed to comply.