

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF LOUISIANA

SUN COAST CONTRACTING  
SERVICES, LLC., ET AL.

CIVIL ACTION

VERSUS

NO: 13-00297-BAJ-RLB

DQSI, LLC., ET AL.

CONSOLIDATED WITH

13-cv-00546-BAJ-RLB The Hanover Insurance Company v. Sun Coast Contracting, LLC et al  
13-cv-00568-BAJ-RLB LeBlanc Brothers Ready-Mix, Inc. v. DQSI, LLC et al  
13-cv-00652-BAJ-RLB United States of America v. DQSI, LLC et al

RELATED TO

13-cv-00720-BAJ-RLB Gulf Inland Contractors, Inc. v. DQSI, LLC et al  
15-cv-00458-BAJ-RLB Gulf/Inland Contractors, Inc. v. The Hanover Insurance Company

ORDER

Considering the *amended Joint Motion to Dismiss (Doc. 223)*,<sup>1</sup>

**IT IS ORDERED** that Sun Coast Contracting Services, LLC’s (“Services”) claims against DQSI, LLC (“DQSI”) are hereby **DISMISSED WITH PREJUDICE**, except Services’ claims against DQSI that have been assigned to The Hanover Insurance Company (“Hanover”) or to which Hanover is subrogated are hereby **DISMISSED WITHOUT PREJUDICE**;

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<sup>1</sup> This motion was docketed in Case No. 13-297-BAJ-RLB, identifying the Case No. 13-720-BAJ-RLB and Case No. 15-458-BAJ-RLB as member cases, while those cases are in fact designated as related cases. The Clerk’s Office shall dismiss all claims pending in all member cases and related cases captioned above. The Clerk’s Office shall docket this Order in the lead case of the consolidated cases, Case No. 13-297-BAJ-RLB, and the related cases, Case Nos. 13-720-BAJ-RLB and 15-458-BAJ-RLB.

**IT IS FURTHER ORDERED** that all claims asserted against DQSI by Hanover or Sun Coast Contracting, LLC (“SCC”) are hereby **DISMISSED WITHOUT PREJUDICE**;

**IT IS FURTHER ORDERED** that DQSI’s claims against SCC and Alliance Consulting Group, LLC are hereby **DISMISSED WITHOUT PREJUDICE**;

**IT IS FURTHER ORDERED** that Hanover’s claims against Samuel I. Pate; Integrated Pro Services, LLC; SCC; and Services are hereby **DISMISSED WITHOUT PREJUDICE**;

**IT IS FURTHER ORDERED** that the claims of Hanover against John Hess and Julie Hess are **DISMISSED, WITHOUT PREJUDICE** to the parties’ rights to, within **SIXTY DAYS** and upon good cause shown, re-open this matter if the terms of the settlement are not consummated;

**IT IS FURTHER ORDERED** that the remaining claims of all parties asserted in these consolidated matters are hereby **DISMISSED WITH PREJUDICE**, which includes but is not limited to the dismissal with prejudice of all claims asserted against Western Surety Company and Hanover.

**IT IS FURTHER ORDERED** that, as agreed by the parties, each party will bear its own costs.

**IT IS FURTHER ORDERED** that the dismissal of claims without prejudice referenced above does not operate as an adjudication on the merits.

**IT IS FURTHER ORDERED** that, as agreed upon by the parties, the Court will retain jurisdiction to enforce the terms of their settlement agreement.<sup>2</sup>

Baton Rouge, Louisiana, this 23<sup>rd</sup> day of March, 2018.



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**BRIAN A. JACKSON, CHIEF JUDGE  
UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF LOUISIANA**

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<sup>2</sup> See *Kokkonen v. Guardian Life Insurance Company of America*, 511 U.S. 375, 381-82 (1994).