

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

EAST COAST FRESH, LLC, et al.,

*

Plaintiffs,

*

v.

*

Civil Action No. 8:17-cv-3662-PX

CIA FOOD CORPORATION,
d/b/a FOOD KING SUPERMARKET,

*

Defendant.

*

MEMORANDUM OPINION

On May 2, 2018, Plaintiffs East Coast Fresh, LLC, and Coastal Sunbelt Produce, LLC, moved for entry of final order and judgment against Defendant CIA Food Corporation d/b/a Food King Supermarket (“Food King”) due to Food King’s violation of the parties’ confidential settlement agreement (“Agreement”). ECF No. 9. District courts maintain inherent equitable authority to enforce settlement agreements. *Hensley v. Alcon Labs., Inc.*, 277 F.3d 535, 540 (4th Cir. 2002). Exercising such authority effectively amounts to entry of judgment by consent. *Id.* A court enforcement of a settlement agreement does not require the parties to seek such relief by initiating a new cause of action when the request for enforcement arises “within the context of the underlying litigation.” *Id.*

A court will enforce a settlement agreement only after finding that (1) the parties reached a complete agreement and (2) its terms and conditions are ascertainable. *Id.* at 540–541. Where both conditions are satisfied, the court may enforce the agreement summarily so long as any proffered excuse for non-performance is comparatively insubstantial. *Id.* at 540; *see also* Loc. R. 105(6). A court must hold a plenary hearing only where parties dispute the existence or validity

