

**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

of a settlement agreement. *Med. Shoppe Int'l, Inc. v. Siddiqui*, 549 F. App'x 131, 134 (4th Cir. 2013).

Here, the parties reached a complete settlement agreement with precise, detailed, and unambiguous terms and conditions. ECF No. 9-2 at 2–7. The agreement was signed by the parties and their counsel. *Id.* at 6–7. Food King then violated the agreement and has not taken curative action within the stipulated grace period. ECF No. 9-1 at 2. Plaintiffs moved to enforce the agreement in conformance with the parties' stated procedures. ECF No. 9-2 at 3–4. Because Food King has not disputed the existence or validity of the agreement, this Court may summarily enforce the settlement agreement. Food King must pay the settlement amount in full, including additional costs associated with this motion, as agreed upon by the parties. ECF No. 9 at 2; ECF No. 9-2 at 4. Although the additional attorneys' fees marginally exceed the guidelines published in the Local Rules, the amounts remain reasonable given counsel's experience in this area of law. *See* ECF No. 9-1 at 4; Loc. R. App. B.

Accordingly, for the above-stated reasons, the Court will enforce the settlement agreement by separate order in the form agreed upon by the parties. A separate Order follows and will be docketed under seal.

Dated: September 21, 2018

/S/
Paula Xinis
United States District Judge