

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
NORTHERN DIVISION
Case No. 2:13-cv-00018-D**

WILLIAM C. STILLWAGON,

Plaintiff,

v.

INNSBROOK GOLF & MARINA, LLC
Aka INNSBROOK GOLF & BOAT, LLC
a North Carolina Liability Corporation;
RIAL CORPORATION, a North Carolina
Corporation; ALOIS RIEDER, an adult
Individual; and RICHARD RIEDER, an
Adult individual

Defendants.

CONSENT ORDER OF DISMISSAL

On September 27, 2011, Plaintiff William C. Stillwagon filed a Complaint (the “Complaint”) against Defendants in the Pennsylvania Court of Common Pleas of Westmoreland County, titled *William C. Stillwagon v. INNSBROOK GOLF & MARINA, LLC aka INNSBROOK GOLF & BOAT, LLC, a North Carolina Limited Liability Corporation; RIAL CORPORATION, a North Carolina Corporation; ALOIS RIEDER, an adult individual; and RICHARD RIEDER, an adult individual*, Case No. 6264 of 2011 CVS 1538 (the “Litigation”). [D.E. 1-2.] On October 20, 2011, Defendants removed the Litigation to federal court in the Western District of Pennsylvania. [D.E. 1.] On March 20, 2013, United States District Judge Hornak transferred the Litigation to the Eastern District of North Carolina pursuant to 28 U.S.C. § 1404(a). [D.E.71.] On June 20, 2013, Defendants filed an Answer and Counterclaims to Plaintiff’s Second Amended Complaint. [D.E. 96.] On July 5, 2013, Plaintiff filed an Answer and Affirmative Defenses to Counterclaims. [D.E. 98.] On August 29, 2014, the Court granted Defendants’ Motion for Partial Summary Judgment as to the Enforceability of Severance Settlement Agreement, finding the Severance Settlement Agreement that forms the basis of Plaintiff’s

Exhibit 3 to Settlement Agreement

written contract claim unenforceable against Defendants. [D.E. 169.] On November 12, 2014, the Court granted Defendants' Motion for Partial Summary Judgment as to Plaintiff's oral contract claim. [D.E. 176.] The only claims remaining in the Litigation are Defendants counterclaims against Plaintiff.

The parties to this Litigation have reached an agreement to resolve this civil action under mutually agreeable terms as set forth in a confidential settlement agreement and release ("Settlement Agreement") and have moved for the entry of a Consent Order of Dismissal. [D.E. 186.]

NOW, THEREFORE, it is hereby **ORDERED, ADJUDGED, AND DECREED,** that;

- 1) The Defendants counterclaims are dismissed with prejudice;
- 2) All Orders of this Court remain in effect; and
- 3) The Court retains jurisdiction solely to enforce the Settlement Agreement.

SO ORDERED.


JAMES C. DEVER III
Chief United States District Judge