

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN**

RITE-HITE HOLDING CORPORATION  
and RITE-HITE PRODUCTS  
CORPORATION,

Plaintiffs,

v.

SYSTEMS, LLC,

Defendant.

Case No. 18-CV-869-JPS

**ORDER**

On March 28, 2019, the parties filed a joint motion to dismiss this action. (Docket #32). The parties move the Court to dismiss all claims by Plaintiffs against Defendant with prejudice, and all counterclaims by Defendant against Plaintiffs without prejudice. *Id.* All costs are to be borne by the party incurring the same. *Id.* In addition, the parties move the Court to retain jurisdiction of this action to enforce the terms of the binding term sheet and final settlement agreement between the parties, neither of which are attached to their motion. *Id.*

The Court will grant the parties' joint motion to dismiss. See Fed. R. Civ. P. 41(a)(1)(A)(ii). However, the Court declines to retain jurisdiction over this case to enforce the parties' settlement agreement. See *Lynch, Inc. v. SamataMason Inc.*, 279 F.3d 487, 489 (7th Cir. 2002) ("A settlement agreement, unless it is embodied in a consent decree or some other judicial order or unless jurisdiction to enforce the agreement is retained (meaning that the suit has *not* been dismissed with prejudice), is enforced just like any other contract.").

Accordingly,

**IT IS ORDERED** that the parties' joint motion to dismiss (Docket #32) be and the same is hereby **GRANTED**;

**IT IS FURTHER ORDERED** that Plaintiffs' claims against Defendant be and the same are hereby **DISMISSED with prejudice**;

**IT IS FURTHER ORDERED** that Defendant's counterclaims against Plaintiffs be and the same are hereby **DISMISSED without prejudice**; and

**IT IS FURTHER ORDERED** that this action be and the same is hereby **DISMISSED** with each party to bear its own costs and fees.

Dated at Milwaukee, Wisconsin, this 3rd day of April, 2019.

BY THE COURT:



J.P. Stadtmueller  
U.S. District Judge