

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

LOUIS DAMIANI, Individually : CIVIL ACTION  
and d/b/a LOUIS DAMIANI :  
CONTRACTORS :  
 :  
v. :  
 :  
RLI INSURANCE COMPANY, et al. : NO. 03-05253-JF

MEMORANDUM AND ORDER

Fullam, Sr. J.

April 13, 2005

The parties entered into a written settlement agreement dated July 13, 2004, approved by this Court on July 22, 2004. Plaintiff has now filed a motion to enforce the settlement, and defendants have filed a motion to dismiss plaintiff's motion. Counsel have devoted an unusual amount of effort in documenting their respective positions. My position is as follows:

Since the settlement agreement can reasonably be interpreted as providing that, after dismissal of this action, this Court would retain jurisdiction to enforce the terms of the settlement, defendants' assertion that this Court lacks subject matter jurisdiction to consider plaintiff's motion to enforce lacks merit. On the other hand, plaintiff's contention that the Court cannot consider a motion to dismiss another motion will be rejected. Defendants' motion was obviously intended as a response to plaintiff's motion, and will be so treated.

On the merits, the documentation now supplied by both sides persuades me that the defendants have fully complied with the settlement agreement by this time. Plaintiff's motion to enforce the settlement will therefore be denied.

An Order follows.

