UNITED STATES DISTRICT COURT MIDDLE DISTRICT OF FLORIDA FORT MYERS DIVISION

ARCADIA DEVELOPMENT LLC,

Plaintiff,

v. Case No: 2:17-cv-552-FtM-38MRM

WINN-DIXIE STORES, INC. and WINN-DIXIE STORES LEASING, LLC,

Defendants.

ORDER¹

This matter comes before the Court on Plaintiff Arcadia Development LLC and Defendants Winn-Dixie Stores, Inc. and Winn-Dixie Stores Leasing, LLC's Stipulation of Dismissal with Prejudice. (Doc. 43). As the parties have settled this case, they stipulate to dismissing all claims in this action with prejudice and with each side to bear its own fees and costs. The parties also request the Court retain jurisdiction over this matter in order to enforce the terms of the settlement agreement.

Federal Rule of Civil Procedure 41(a)(1)(A)(ii) allows a plaintiff to dismiss an action voluntarily if a stipulation of dismissal is signed by all parties who have appeared. This dismissal is effective upon filing and requires no further action by the Court. See Anago

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Franchising, Inc. v. Shaz, LLC, 677 F.3d 1272, 1278 (11th Cir. 2012). In compliance with

Rule 41(a), the Court dismisses this case with prejudice. The Court, however, declines

to retain jurisdiction as requested.

Accordingly, it is now

ORDERED:

Plaintiff Arcadia Development LLC and Defendants Winn-Dixie Stores, Inc. and

Winn-Dixie Stores Leasing, LLC's Stipulation of Dismissal with Prejudice (Doc. 43) is

GRANTED in part and **DENIED** in part.

(1) The above-captioned case is **DISMISSED with prejudice**, and the Court

declines to retain jurisdiction over this case in order to enforce the parties'

settlement agreement.

(2) The Clerk of Court is **DIRECTED** to enter judgment accordingly, terminate all

pending motions and deadlines, and close the file.

DONE and **ORDERED** in Fort Myers, Florida this 26th day of March, 2018.

Copies: All Parties of Record

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