

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

PERFORMANCE BROKERAGE
SERVICES, INC., a California Company

Plaintiff,

v.

Case No: 2:18-cv-580-FtM-38MRM

ERIC D. POMEROY, SARA J.
POMEROY and JHD HOLDINGS,
INC.,

Defendants.

ORDER¹

This matter comes before the Court on Plaintiff's Agreed in Part Motion for Reconsideration ([Doc. 21](#)) filed on January 8, 2019. Plaintiff seeks reconsideration of a portion of a prior dismissal Order ([Doc. 19](#)) in which the Court declined to retain jurisdiction to enforce the terms of a Settlement Agreement executed by the parties. In seeking reconsideration, Plaintiff states that retention of jurisdiction by the Court to enforce the Settlement Agreement upon a default in payment was essential to Plaintiff's agreement to settle for less than the amount demanded. Plaintiff also states that the Settlement Agreement provides for a short payout period of five monthly payments with the remaining balance being paid by April 30, 2019. If necessary due to a default in

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payment, the enforcement of the Settlement Agreement after giving the required notice in default and opportunity to cure would be concluded by May 30, 2019.

Because the ability to come to the Court was an integral part of the parties' compromise and considering the short payout period and timeframe in which the parties may seek the Court's enforcement, the Court will retain jurisdiction and order that an amended judgment be entered.

Accordingly, it is now

ORDERED:

(1) Plaintiff's Agreed in Part Motion for Reconsideration ([Doc. 21](#)) is **GRANTED**. The Court will retain jurisdiction to enforce the Settlement Agreement upon default in payment.

(2) The Clerk is directed to enter an amended judgment dismissing this case with prejudice with each side to bear their own attorney's fees and costs, and the Court retains jurisdiction to enforce the Settlement Agreement up through and including May 30, 2019.

DONE and **ORDERED** in Fort Myers, Florida this 5th day of February, 2019.


SHERI POLSTER CHAPPELL
UNITED STATES DISTRICT JUDGE

Copies: All Parties of Record