

United States District Court
for the
Southern District of Florida

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|--------------------------------|---|-------------------------------------|
| Bell Northern Research, LLC, |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | Civil Action No. 22-22706-Civ-Scola |
| |) | |
| HMD America, Inc., and others, |) | |
| Defendants. |) | |

Order Entering Partial Stay upon Notice of Settlement

Plaintiff Bell Northern Research, LLC (“BNR”) and Defendants Wingtech Technology Co., Ltd. and Wingtech International, Inc. (collectively, “Wingtech”) have settled this action. (ECF No. 198.) By **July 28, 2023**, the Plaintiff must file a stipulation of dismissal, under Federal Rule of Civil Procedure 41(a)(1)(A)(ii), or a motion to dismiss, consistent with Rule 41(a)(2). The parties also move for a stay of all matters in this case between BNR and Wingtech until July 28, 2023, which the Court **grants**. (**ECF No. 198**.) The Court therefore **stays** all proceedings between BNR and Wingtech until **July 28, 2023**.

If the Plaintiff files a stipulation of dismissal under Rule 41(a)(1)(A)(ii) and the parties wish to have this Court retain jurisdiction to enforce any settlement agreement, the stipulation of dismissal must include the following sentence: “The effectiveness of this stipulation of dismissal is conditioned upon the Court’s entry of an order retaining jurisdiction to enforce the terms of the parties’ settlement agreement.” This sentence is necessary because a stipulation of dismissal is otherwise self-executing and deprives the Court of jurisdiction to do anything further. *See Anago Franchising, Inc. v. Shaz, LLC*, 677 F.3d 1272, 1280 (11th Cir. 2012).

This case will remain **open** because the Plaintiff continues to assert claims against the remaining Defendants.

Done and ordered in Miami, Florida, on July 14, 2023.

Robert N. Scola, Jr.
United States District Judge