

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
GALVESTON DIVISION

PRISON LEGAL NEWS, <i>et al</i> ,	§	
	§	
Plaintiffs,	§	
VS.	§	CIVIL ACTION NO. G-10-251
	§	
FREDDIE POOR, <i>et al</i> ,	§	
	§	
Defendants.	§	

**ORDER ADOPTING STIPULATED JUDGMENT
AND DISMISSING WITH PREJUDICE**

Now before the Court is a Stipulated Judgment and Settlement Agreement (the “Settlement Agreement,” Doc. 17) filed by all parties February 23, 2011. The Parties therein state they are in agreement to dismiss this case under certain terms listed in the Settlement Agreement.

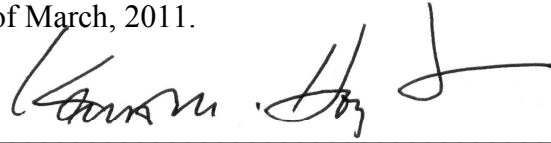
Pursuant to Federal Rule 41 and the Parties’ Settlement Agreement, the Court retains ancillary jurisdiction over the Settlement Agreement. *See Kokkonen v. Guardian Life Ins. Co.*, 511 U.S. 375, 381–82 (1994) (authorizing the district courts to embody a settlement contract in a dismissal order by retaining jurisdiction over the contract); *Hospitality House, Inc. v. Gilbert*, 298 F.3d 424, 430 (5th Cir. 2002) (same); see also Fed. R. Civ. P. 41(a)(2). The Settlement Agreement is hereby incorporated by reference into this Court’s order of dismissal.

For the aforementioned reasons, all claims by all parties in this action are DISMISSED with prejudice; and this Court retains jurisdiction to enforce the settlement.

If reopening of the action to enforce settlement becomes necessary, it shall be reopened as though it had never been closed.

It is SO ORDERED.

SIGNED at Houston, Texas this 9th day of March, 2011.

A handwritten signature in black ink, appearing to read "Kenneth M. Hoyt", written over a horizontal line.

Kenneth M. Hoyt
United States District Judge