

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

UNITED STATES OF AMERICA and
STATE OF WISCONSIN

Plaintiffs,

DR. TOBY TYLER WATSON,

Relator,

v.

JENNIFER KING VASSEL,

Defendant.

Case No. 11-CV-236-JPS

ORDER

On January 10, 2014, the parties filed a joint stipulation of dismissal. (Docket #189). They agree that this case should be dismissed with prejudice as to the relator's claims against the defendant, without attorneys' fees or costs to either party. (Docket #189). They also agree that any claims that the United States of America ("United States") or the State of Wisconsin ("Wisconsin") may have against the defendant should be dismissed without prejudice. (Docket #189). The United States has filed a written consent in that regard, while Wisconsin has not filed anything; this is fully consistent with the Court's order noting the United States' and Wisconsin's refusal to intervene. (Docket #9, #191). Thus, the Court may dismiss this action, as stipulated by and between the relator and defendant.

Finally, the Court notes that the Seventh Circuit's recent decision in *Goesel v. Boley Int'l (H.K.) Ltd.*, --- F.3d ----, 2013 WL 6800977, does not require that the parties' settlement be filed publicly on the docket in this case. *Goesel* dealt specifically with two distinguishable cases. In one, the suit was on

behalf of a minor, and so the settlement was required to be approved under the Northern District of Illinois' local rules. *Id.*, at *1 (citing *Elustra v. Mineo*, 595 F.3d 699, 709–710 (7th Cir. 2010)). In the other, there was a dispute over the portion of a settlement that should be payable to the plaintiffs' attorneys; in conjunction with the dispute, the parties filed the settlement agreement but requested that it be kept under seal at both the district and appellate level. *Goesel*, 2013 WL 6800977, at *1. This case presents a different situation: the settlement agreement has not been filed with the Court, nor is it in dispute. While the relator may believe it appropriate to file the settlement agreement pursuant to *Goesel's* language that disclosure may be required where "the settlement can be shown to be the result of judicial doctrines that excessively (or so it might be thought) favor one side in a class of disputes, or of rulings made earlier in the case that by favoring one side or the other influenced the terms of settlement." *Id.*, at *2. But any such ruling can be found on the docket sheet, and thus the principle behind that statement is inapplicable. Moreover, the statement is both dicta and also speculative. *Id.* (Judge Posner prefaced this by saying only that "[o]ne can imagine exceptions," to the general view that settlements need not be disclosed unless there is some court action on them required). Finally, in the very next sentence, Judge Posner notes that "for the most part settlement terms are of public interested only when judicial approval of the terms is required, or they become an issue in a subsequent lawsuit, or the settlement is sought to be enforced." *Id.* The Court will apply this latter rule, so as not to require disclosure of the parties' settlement agreement. Thus, the parties do not need to file a copy of their settlement agreement.

Accordingly,

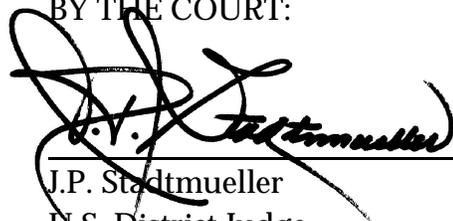
IT IS ORDERED that, pursuant to the stipulation of the parties (Docket #189), the relator's claims against the defendant be and the same are hereby DISMISSED with prejudice and without attorneys' fees or costs to any party;

IT IS FURTHER ORDERED that, pursuant to the stipulation of the parties (Docket #189), the consent of the United States (Docket #191), and the Court's order on the United States' and Wisconsin's decision not to intervene (Docket #9), the United States' and Wisconsin's claims against the defendant be and the same are hereby DISMISSED without prejudice and without attorneys' fees or costs to any party; and

IT IS FURTHER ORDERED that the parties need not file a copy of their settlement agreement with the Court.

Dated at Milwaukee, Wisconsin, this 16th day of January, 2014.

BY THE COURT:



J.P. Stadtmueller
U.S. District Judge