

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
HARTFORD DIVISION

In re:	:	Case No.: 16-31067 (JJT)
DOROTHY MONIELLO	:	Chapter 13
Debtor.	:	
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In re:	:	Case No.: 17-31385 (JJT)
DOROTHY MONIELLO	:	Chapter 13
Debtor.	:	
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	:	Re: ECF No. 112

ORDER ON MOTION TO COMPROMISE CONTROVERSY

After notice and a hearing on December 19, 2017, wherein the Court heard the parties and surveyed their proposed Settlement, review of the audio record of that proceeding and the subsequently filed 9019 Motion and Term Sheet, and after hearing the parties at a status conference on January 31, 2018 as to any impediments to closing a Settlement, the Court hereby ratifies and confirms its approval of the Settlement as reasonable and in satisfaction of the TMT standards. *See Protective Committee for Independent Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 88 S. Ct. 1157, 1160, 390 U.S. 414 (1968). Further, in the face of an impasse among the Settling Creditor Parties to close this Settlement, the Court hereby asserts its inherent power to summarily enforce the Settlement where, as here, its terms are clear and unambiguous. *See Janus Films, Inc. v. Miller*, 801 F.2d 578, 583 (2d Cir.1986); *Audubon Parking Associates Ltd. Partnership v. Barclay and Stubbs, Inc.*, 626 A.2d 729, 733, 225 Conn. 804, 811 (1993).

As has been unequivocally conceded on the record by the parties to the Settlement embodied in the Term Sheet, the material terms thereof are agreed upon and sufficiently definite so as to be fully enforceable by this Court. Accordingly, the parties are Ordered and Directed by this

Court to promptly close the Settlement by and through the execution of the customary documents (i.e., a lease, an option agreement, the In Rem Stipulated Order, and the releases as to the subject matter of their disputes in this Court) signed and delivered by duly authorized representatives and those monies, in good funds, referenced in the Term Sheet. To the extent that the Settling Creditor Parties may now disagree as to the “global releases” contemplated, the clear reading and fair intendment discerned from the Term Sheet by the Court is that the Settling Creditor Parties and the Settling Debtor Parties to the Term Sheet are to deliver and exchange releases. As global releases are not otherwise defined, and there is no reference to any exchange of releases by and between the Settling Creditor Parties, the Court is without authority to direct such an exchange, or to enter an order with such force and effect.

The closing of this transaction shall take place no later than 4:00 pm on February 5, 2018 and the Settling Creditor Parties shall certify such compliance to the Court by the filing of a Joint Closing Certificate that references the closing documents and monies exchanged, affirms the delivery of possession of the Property, and details the performance of any other Settlement terms. All closing documents shall be filed upon the Court docket by legal counsel for Ocean Management on or before February 7, 2018 at 4:00 pm. In the event any party to the Term Sheet fails to close as directed, the Court, upon examination of the Joint Closing Certificate, will issue an Order to Show Cause as to why a contempt order and sanctions of \$500.00 per day should not issue against such party.

This Settlement expressly reserves all rights and claims of the parties to the Term Sheet not previously resolved against Attorney Rozea and his firm and Marshal Winnick. Upon the filing of the Joint Closing Certificate and closing documents consistent with this Order, the matters raised by this Court in its Show Cause Orders against the Settling Creditor Parties and Motions by the

Debtor will be deemed resolved and withdrawn as against those parties. Further, at that time, the Court will also enter the In Rem Stipulated Order submitted and agreed upon by the parties.

The Court further orders that it will retain exclusive jurisdiction as to the interpretation, construction and enforcement of the Settlement through the later of the closing of the Settlement or the closing, withdrawal or dismissal of this case.

Dated: February 2, 2018

BY THE COURT

James J. Tancredi
United States Bankruptcy Judge
District of Connecticut

