

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF VIRGINIA  
ABINGDON DIVISION**

MARK MULLINS	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Case No. 1:19-cv-00017-JPJ-PMS
	)	
TOWN OF RICHLANDS, VIRGINIA, et al.	)	
	)	
Defendants.	)	

**JOINT MOTION TO DISMISS AND RETAIN JURISDICTION**

Mark Mullins (“Plaintiff”), on the one hand, and the Town of Richlands, Virginia (“the Town”), Timothy Taylor, Frank Dorton, Jerry Gilbert, and Randy Smith (“Defendants”) (collectively “the parties”), having entered into a Settlement Agreement (“Agreement”), hereby jointly move this Court for entry of an order conditionally dismissing this action, with prejudice, pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure, and move that the Court retain jurisdiction to enforce the Agreement in accordance with its terms for a period of three years. In support thereof, the Parties state as follows:

1. The Parties participated in a settlement conference conducted by Magistrate Judge Pamela Meade Sargent on August 6, 2019. The parties met to resolve claims arising under the First and Fourteenth Amendments of the United States Constitution, the Religious Land Use and Institutionalized Persons Act, and the Virginia Religious Freedom Act, resulting from Plaintiff’s attempts to obtain a license to read Tarot cards at his business, Mountain Magic & Tarot Reading. At the conclusion of the settlement discussion, parties entered into a Memorandum of Understanding (“MoU”).

2. On September 18, 2019, the parties then entered into the Agreement, which incorporates the terms of the MoU. Under the Agreement, the parties agreed to full settlement of all issues in this case, and agreed to move this Court to dismiss this action and to retain jurisdiction for the limited purpose of enforcing the terms of the Agreement for a period of three years. The Agreement is attached as Exhibit A.

3. Pursuant to Section VI of the Agreement, the parties hereby jointly move this Court to dismiss this action with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(2) and move that this Court retain jurisdiction to enforce the Agreement for a term of three (3) years. *See Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 381 (1994) (recognizing that a federal district court may retain jurisdiction to enforce a “dismissal-producing settlement agreement” in its order); *Columbus-American Discovery Group v. Atlantic Mut. Ins. Co.*, 203 F.3d 291, 299 (4th Cir. 2000) (finding that dismissal order stating that “[t]he Court retains jurisdiction to enforce the settlement of the parties” granted the district court jurisdiction to enforce a settlement agreement).

Respectfully submitted,

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