

UNITED STATES DISTRICT COURT
DISTRICT OF NEW HAMPSHIRE

DANIEL FRYE et al.,)	
)	
Plaintiffs,)	Case No.: 1:20-cv-00751 SM
)	
vs.)	
)	
WILLIAM M. GARDNER, in his official)	
capacity as the Secretary of State of New)	
Hampshire et al.,)	
)	
Defendants.)	
)	

[PROPOSED] ORDER

The Court has considered the Plaintiffs’ Assented-To Motion to Dismiss Without Prejudice and Retain Jurisdiction to Enforce Settlement Agreement (the “Agreement”). For good cause shown, the Court GRANTS the motion.

As reflected in the Plaintiffs’ motion, the Parties’ Agreement resolves all remaining issues in the case and provides for the Court to dismiss the case without prejudice while retaining jurisdiction for the purpose of enforcing the terms of the agreement, if necessary.

Pursuant to Federal Rule of Civil Procedure 41(a)(2), the Court considers dismissal of the case consistent with the terms of the Agreement to be proper, including retaining jurisdiction to enforce it. *See Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 381 (1994) (recognizing that a federal court has jurisdiction to enforce a settlement agreement if the court retains jurisdiction over the agreement in a dismissal order).

The Court dismisses this case without prejudice consistent with the terms of the parties’

Agreement, but specifically retains jurisdiction to enforce the terms of the Agreement.

So ORDERED,

Steven J. McAuliffe
U.S. District Court Judge