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6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE DISTRICT OF ARIZONA**
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9 Navajo Nation, et al.,
10 Plaintiffs,

11 v.

12 Michele Reagan, et al.,
13 Defendants.
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No. CV-18-08329-PCT-DWL

ORDER

15 On August 6, 2019, Plaintiffs and one Defendant, Arizona Secretary of State Katie
16 Hobbs (“Hobbs”), filed a “Joint Notice of Settlement Agreement and Stipulation of
17 Dismissal with Proposed Order.” (Doc. 44.) This filing announced that those parties had
18 reached a settlement and asked the Court to enter an order of dismissal with prejudice as
19 to Plaintiffs’ claims against Hobbs. (*Id.*) However, the parties also asked the Court to
20 “retain jurisdiction to oversee compliance with the terms of the [settlement agreement].”
21 (*Id.*)

22 This request gives the Court some pause. Although it is true that a federal court
23 may retain jurisdiction over a case that has settled, this is not the usual approach. *Kokkonen*
24 *v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 381-82 (1994) (“[A]utomatic jurisdiction
25 over such contracts is in no way essential to the conduct of federal-court business. If the
26 parties *wish* to provide for the court’s enforcement of a dismissal-producing settlement
27 agreement, they can seek to do so.”). Thus, “if parties wish to have a district court retain
28 jurisdiction to enforce a settlement, they must apply for that relief and allow the court to

1 make a reasoned determination as to whether retention is appropriate.” *Cross Media*
2 *Marketing Corp. v. Budget Marketing, Inc.*, 319 F. Supp. 2d 482, 483 (S.D.N.Y. 2004).
3 And a district court may “properly decline to retain jurisdiction where the administration
4 of a settlement threatened to impose undue burdens on it.” *Id.* See also *Camacho v. City*
5 *of San Luis*, 359 Fed. App’x 794, 798 (9th Cir. 2009) (“[I]t was the court’s prerogative not
6 to retain jurisdiction over any disputes raised by the [settlement].”). Indeed, courts
7 routinely deny such requests.¹

8 Here, the parties have not attempted to explain why the Court’s continued
9 jurisdiction is required, how long they expect such jurisdiction to be necessary, or why they
10 would be unable to achieve adequate relief in state court—which is the traditional avenue
11 for seeking relief following the breach of a contract—should any of the settling parties
12 renege on their contractual responsibilities. *Cf. Brass Smith, LLC v. RPI Indus., Inc.*, 827
13 F. Supp. 2d 377, 380-82 (D.N.J. 2011) (emphasizing that “[a] settlement agreement is a
14 contract, and a dispute over the settlement agreement is governed by state contract law,”
15 that “[t]he Federal Rules of Civil Procedure and federal case law . . . establish that a court
16 is under no obligation to retain jurisdiction over a settlement agreement,” and that even if
17 a court chooses in its discretion to retain jurisdiction, “there is no authority that states that
18 a court shall exercise jurisdiction indefinitely”). Absent such an explanation, the Court is
19 not inclined to accept the terms of the parties’ proposed order.

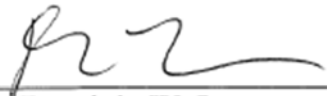
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23 ¹ See, e.g., *SEC v. Gustafson*, 2018 WL 1629144, *1 (D. Minn. 2018) (rejecting
24 continued-jurisdiction request where the underlying case was not “a long-running matter”
25 and the parties had not “explain[ed] or attempt[ed] to limit the scope of the jurisdiction that
26 the Court would retain”); *Domantay v. NGSi, Inc.*, 2014 WL 12621209, *1 (M.D. Fla.
27 2014) (rejecting continued-jurisdiction request in part because “[t]he parties do not provide
28 any arguments or reasons why it is necessary for the Court to retain jurisdiction over the
settlement”); *International Broth. of Elec. Workers, Local 90 v. National Elec. Contractors*
Ass’n, 2008 WL 918481, *15 (D. Conn. 2008) (declining to retain jurisdiction to monitor
enforcement of judgment and noting that “[i]f the defendants fail to comply, in any way,”
plaintiff “may exercise any of its post-judgment procedural options to enforce the
judgment”).

1 Accordingly, if the parties wish to take another run at convincing the Court to accept
2 the proposed retention-of-jurisdiction provision, they must file a memorandum, not to
3 exceed five pages, by **August 16, 2019**.

4 Dated this 13th day of August, 2019.

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9 Dominic W. Lanza
10 United States District Judge
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