**UNITED STATES DISTRICT COURT**
**DISTRICT OF MAINE**

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|---|---|---|
| **UNITED STATES OF AMERICA,** | ) | |
| | ) | |
| **Plaintiff,** | ) | **Civil No.: 1:24-cv-00315-SDN** |
| | ) | |
| **v.** | ) | |
| | ) | |
| **THE STATE OF MAINE,** | ) | **ORDER ON MOTION TO** |
| | ) | **DISMISS AND RETAIN** |
| | ) | **JURISDICTION** |
| **Defendant.** | ) | |
| | ) | |

For good cause shown, and in consideration of the Parties' Joint Motion to Dismiss and Retain Jurisdiction ("Joint Motion"), the Court hereby GRANTS the Joint Motion and conditionally dismisses the above-titled action pursuant to Federal Rule of Civil Procedure 41(a)(2). It is FURTHER ORDERED that the Court specifically retains jurisdiction to enforce the Parties' Settlement Agreement, attached to this Order as Exhibit A, in accordance with its terms and for its duration. *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); *Commonwealth Sch., Inc. v. Commonwealth Acad. Holdings LLC*, 994 F.3d 77, 84 (1st Cir. 2021) ("[T]he district court may retain jurisdiction to enforce a settlement in a dismissed case as long as the order of dismissal either incorporates the settlement agreement or explicitly reserves jurisdiction to enforce the settlement.").

SO ORDERED this 20th day of December, 2024.

/s/ Stacey D. Neumann
U.S. District Judge