

UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND

UNITED STATES OF AMERICA,

Case No. CA13-442L

Plaintiff,

v.

STATE OF RHODE ISLAND and
CITY OF PROVIDENCE,

Defendants.

AND NOW, on this 11th day of July, 2013, for good cause shown, it is hereby ORDERED that the Parties' Joint Motion to Dismiss Without Prejudice and Retain Jurisdiction is GRANTED. It is further ORDERED that:

(1) The above-titled action is conditionally dismissed pursuant to Federal Rule of Civil Procedure 41(a)(2).

(2) The Court specifically retains jurisdiction to enforce the Parties' Interim Settlement Agreement (filed as Exhibit A to the Parties' Memorandum in Support of the Joint Motion to Dismiss Without Prejudice and Retain Jurisdiction), in accordance with its terms, which are incorporated herein by reference, and for its duration. *See Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 381 (1994) (recognizing that under Rule 41(a), a district court may, in its order of dismissal, retain jurisdiction to enforce a "dismissal-producing settlement agreement"); *F.A.C., Inc. v. Cooperativa de Seguros de Vida de P.R.*, 449 F.3d 185, 190 (1st Cir. 2006) (finding the *Kokkonen* standard to be satisfied when a district court's order "incorporates the terms of the settlement, and even more plainly, expresses . . . an intention to retain jurisdiction to resolve disputes about the settlement.").

/s/Ronald R. Lagueux
Senior U.S. District Judge
July 11, 2013