

BY THE COURT:

/s/ Petrese B. Tucker

Hon. Petrese B. Tucker, C.J.

2013) (citing *Kokkonen*, 511 U.S. at 381-82). Reciting the settlement agreement into the record is not sufficient to retain jurisdiction. *Id.*; *see also Shaffer v. GTE North, Inc.*, 284 F.3d 500, 504 (3d Cir. 2002) (holding that on-the-record statements, without any clear intent to retain jurisdiction to enforce a settlement, does not confer ancillary subject matter jurisdiction).

Here, the Court cannot exercise jurisdiction because its dismissal order neither retained jurisdiction expressly nor incorporated the terms of settlement. At the time of dismissal, there was no intent for the Court to retain jurisdiction to enforce settlement, as evidenced by the parties' verbal affirmation that the case be dismissed immediately without written entry of the settlement terms. (*See* Transcript of Record at 5.) There is also no independent basis for federal jurisdiction because the issue, breach of contract, is not a federal one and the parties are not diverse. Thus, the Court denies Plaintiff's motion for lack of subject matter jurisdiction. In making this decision, the Court renders no opinion on the enforceability of the settlement agreement.