



*settlement agreement to enforce its terms*”—but the “Defendants [had] not complied with the terms of the settlement.” No. 10-5282, D.E. No. 29 (D.N.J. Nov. 18, 2014) (emphasis added); *see also id.* D.E. No. 26 (“ORDERED that this action is hereby dismissed without prejudice and without costs . . . . The terms of the settlement agreement are incorporated herein by reference and *the Court shall retain jurisdiction over the settlement agreement to enforce its terms.*” (emphasis added)).

No such retention of jurisdiction exists in this case. Rather, Plaintiff submitted a notice of voluntary dismissal, (D.E. No. 21), which Judge Hochberg approved, (D.E. No. 22). Indeed, it appears that Plaintiff is raising a claim for breach of the settlement agreement—which amounts to a separate and distinct claim—that the Court has not retained jurisdiction over. This is critical because, “[i]f a court lacks subject-matter jurisdiction over an action, it does not have the authority to adjudicate the merits of the case, and any decision it renders in the absence of subject-matter jurisdiction is void.” *Carvajal v. Target Stores, Inc.*, No. 15-3797, 2016 WL 111423, at \*2 (D.N.J. Jan. 11, 2016).

Accordingly, this Court must DENY Plaintiff’s Motion for Entry of Consent Judgment. An appropriate Order accompanies this Memorandum Opinion.

*s/Esther Salas*  
**Esther Salas, U.S.D.J.**