

In response, Plaintiff filed a Motion to Remand the matter to District Court and an Opposition to Defendant's Motion to Stay proceedings. Plaintiff asks the court to remand the matter to the District Court and argues that there is no right to a jury trial in an action for breach of contract to enforce a divorce settlement agreement that was incorporated but not merged into the divorce judgment.

Plaintiff's complaint is a common law breach of contract claim seeking to enforce the agreements between the parties and to be awarded money damages. Because the Divorce Settlement Agreement was incorporated but not merged with the Divorce Judgment, it retains its own independent legal significance. *See* JON D. LEVY, MAINE FAMILY LAW § 10.3 at 10-8 (LexisNexis, 6th ed. 2009). Although it is related to the family law matter, the District Court does not retain exclusive jurisdiction. It is well-established that a party has a right to a jury trial on a breach of contract claim. *See, e.g. Ela v. Pelletier*, 495 A.2d 1225, 1228 (Me. 1985). Therefore, the Superior Court has jurisdiction to hear this matter under its general civil jurisdiction pursuant to 4 M.R.S. § 105.

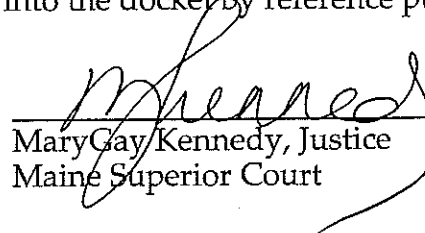
The entry is:

1. Plaintiff's Motion to Remand is denied.
2. Defendant's Motion to Stay Proceedings is granted. The matter is stayed pending the District Court's decision on Jeffrey Dyke's motion to modify, *Jeffrey E. Dyke v. Gail W. Dyke*, Docket No. FM-14-00359.

The Clerk is directed to incorporate this Order into the docket by reference pursuant to M.R. Civ. P. 79(a).

Dated: _____

December 10, 2020



Mary Gay Kennedy, Justice
Maine Superior Court