

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH

A.Z., by and through his guardians Andrea Zolman and Steven Zolman v. Alpine School District, Ryan Burke, Kathy Draper, Joe Hayes, and David Turner

A.Z. · No. 2:24-cv-00051-TS-DAO · Decided March 31, 2026

SUMMARY

The United States District Court for the District of Utah addresses a stipulated dismissal following settlement in an action brought by A.Z. against Alpine School District and related defendants. The court holds that the dismissal is effective only as to defendants who stipulated, construes the dismissal as effective against the nonappearing defendant under Federal Rule of Civil Procedure 41(a)(1)(A)(i), and expressly retains jurisdiction to enforce the settlement agreement.

CASE DETAILS

COURT	United States District Court for the District of Utah
WRITING FOR THE COURT	Ted Stewart
JURISDICTION	United States District Court for the District of Utah
DECIDED	March 31, 2026
DOCKET	2:24-cv-00051-TS-DAO
DISPOSITION	dismissed
PROCEDURAL POSTURE	Following settlement, the plaintiffs and all defendants except Kathy Draper filed a joint stipulation of dismissal and requested that the court retain jurisdiction to enforce the settlement agreement. The court determined the effect of the stipulation under Federal Rule of Civil Procedure 41 and entered dismissal while expressly retaining jurisdiction over settlement enforcement.
PRECEDENTIAL VALUE	unpublished district court memorandum decision; persuasive authority only

TOPICS

- civil procedure
- contracts
- motions to dismiss

PRACTICE AREAS

QUESTIONS PRESENTED

1. Which parties must sign a stipulation of dismissal under Federal Rule of Civil Procedure 41(a)(1)(A)(ii) in a multi-defendant action?
2. Against which defendants is the stipulation of dismissal effective?
3. Whether the court could dismiss the action as to Kathy Draper under Rule 41(a)(1)(A)(i).
4. Whether the court could retain ancillary jurisdiction to enforce the settlement agreement after dismissal.

HOLDINGS

1. In a multi-defendant action, when plaintiffs single out a defendant for dismissal, only the dismissed defendant need sign the stipulation under Rule 41(a)(1)(A)(ii), consistent with the Fifth Circuit's approach.
2. The stipulated dismissal was effective only as to the defendants who signed it and was not effective as to Kathy Draper.
3. Because Draper had filed neither an answer nor a motion for summary judgment and the plaintiffs had not requested an order under Rule 41(a)(2), the court construed the dismissal as a notice of voluntary dismissal under Rule 41(a)(1)(A)(i).
4. The court could retain ancillary jurisdiction to enforce the settlement agreement because the parties agreed to retention of jurisdiction and the dismissal order expressly manifested that intent.

KEY QUOTATIONS

“Accordingly, the stipulated dismissal is effective, but only as to those defendants who signed it.” (at 2)

“The Court expressly retains jurisdiction to enforce the terms of the settlement agreement, as set forth therein.” (at 3)

“Enforcement of a settlement agreement is more than just a continuation of the dismissed suit, and hence requires its own basis for jurisdiction.” (at 2)

FACTUAL BACKGROUND

The parties finalized a settlement agreement providing for a remedial plan concerning the school district's practices relating to the care, safety, and well-being of special education students. The agreement established an informal dispute-resolution process and permitted a party to seek judicial relief to compel enforcement after that process was exhausted. All parties except Kathy Draper signed the joint stipulation of dismissal, and the settlement agreement did not contemplate active judicial supervision of the parties' conduct.

PROCEDURAL HISTORY

The parties finalized a settlement agreement on January 23, 2026. All parties except Kathy Draper filed a joint stipulation of dismissal under Rule 41(a)(1)(A)(ii), and the stipulating parties requested retention of jurisdiction

to enforce the settlement. The court held that the stipulation was effective only against the defendants who signed it, construed the dismissal as a notice of voluntary dismissal under Rule 41(a)(1)(A)(i) as to Draper, and dismissed the action while retaining jurisdiction to enforce the settlement agreement.

DISPOSITION

dismissed

CASES CITED

- City of Jacksonville v. Jacksonville Hosp. Holdings, L.P., 82 F.4th 1031, 1036-38 (11th Cir. 2023)
- Nat'l City Golf Fin., a Div. of Nat'l City Com. Cap. Co., L.L.C. v. Scott, 899 F.3d 412, 415 n.3 (5th Cir. 2018)
- Carr v. Wells, No. 20-cv-03319-NYW-JPO, 2026 WL 539118, at *3 (D. Colo. Feb. 26, 2026)
- Kokkonen v. Guardian Life Ins. Co. of Am., 511 U.S. 375, 378, 381-82 (1994)
- De Leon v. Marcos, 659 F.3d 1276, 1283 (10th Cir. 2011)
- McKay v. United States, 207 F. App'x 892, 894 (10th Cir. 2006)

OPINION

A.Z

PER CURIAM.

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF UTAH

A.Z., by and through his guardians

ANDREA ZOLMAN and STEVEN

ZOLMAN, MEMORANDUM DECISION AND

ORDER REGARDING DISMISSAL AND

Plaintiffs, RETENTION OF JURISDICTION v. ALPINE SCHOOL DISTRICT, RYAN Case No. 2:24-cv-00051-TS-DAO

BURKE, KATHY DRAPER, JOE HAYES,

and DAVID TURNER, District Judge Ted Stewart Magistrate Judge Daphne A. Oberg Defendants.

Upon finalizing their settlement agreement on January 23, 2026,¹ all parties, with the exception of Defendant Kathy Draper, filed a joint Stipulation of Dismissal and Request to Retain Jurisdiction.²

The stipulating parties argue that under Federal Rule of Civil Procedure 41(a)(1)(A)(ii), the stipulation must be signed by “all parties who have appeared,” and because Ms. Draper has not otherwise entered an appearance nor participated in this litigation, her stipulation is not required for the dismissal to be effective as to all parties.³ This raises two related issues: who must sign the stipulation; and against whom the stipulation is effective. Regarding who must sign, the Eleventh Circuit holds that, under Rule 41(a)(1)(A)(ii), a district court may dismiss all claims against a particular defendant, but stipulation also requires the signature of every party who has appeared,

including “a party that appeared but has already been 1 The settlement agreement was finalized after both Alpine School District, and its successor district (which will succeed Alpine beginning 2027), provided written confirmation of its decision to approve the settlement. 2 Docket No. 77

3 Id. at 2 n.1.

removed from an action.”⁴ By contrast, the Fifth Circuit holds that in a multi-defendant suit, where the plaintiff singles out a party for dismissal, “only the dismissed defendant need sign the stipulation.”⁵ Under either, however, dismissal is not effective as to a party who has not so stipulated. The Tenth Circuit has not ruled on this issue. Here, the Court takes the view of the Fifth Circuit. Accordingly, the stipulated dismissal is effective, but only as to those defendants who signed it. Dismissal as to Ms. Draper, then, must come by way of Rule 41(a)(1)(A)(i) or (a)(2). Because she has filed neither an answer nor a motion for summary judgment, and because Plaintiffs have not asked for an order under section (a)(2), the Court will construe the stipulated dismissal as a notice of voluntary dismissal under Rule 41(a)(1)(A)(i).⁶ The parties request that the Court retain jurisdiction to enforce the terms of the settlement agreement, which, according to the stipulated dismissal, “sets forth a remedial plan for modifying the District’s practices relating to the care, safety, and well-being of special education students.”⁷ Under that agreement, if the parties are unable to resolve their disputes through the agreed-upon informal process, a party may seek judicial relief to compel enforcement. The agreement does not request active supervision of the parties’ conduct; rather, the Court’s ⁴ *City of Jacksonville v. Jacksonville Hosp. Holdings, L.P.*, 82 F.4th 1031, 1036–38 (11th Cir. 2023) (stating that “all means all” in the context of the “signed by all parties who have appeared” of Rule 41(a)(1)(A)(ii)). ⁵ *Nat’l City Golf Fin., a Div. of Nat’l City Com. Cap. Co., L.L.C. v. Scott*, 899 F.3d 412, 415 n.3 (5th Cir. 2018). ⁶ Fed. R. Civ. P. 41(a)(1)(A)(i) (stating that a plaintiff may dismiss an action against a defendant without a court order by filing a notice of dismissal before the opposing party serves either an answer or a motion for summary judgment). ⁷ Docket No 77, at 2. involvement is limited to enforcing the agreement’s terms upon motion by a party after the informal dispute resolution procedures have been exhausted. “Enforcement of a settlement agreement is more than just a continuation of the dismissed suit, and hence requires its own basis for jurisdiction.”⁸ “[O]rdinarily, a stipulation of dismissal . . . immediately strips the district court of jurisdiction over the merits of a case.”⁹ However, under Supreme Court precedent “[i]f the parties wish to provide for the court’s enforcement of a dismissal-producing settlement agreement, they can seek to do so.”¹⁰ A district court can properly enforce this “ancillary jurisdiction” where dismissal is pursuant to either Rule 41(a)(2) or Rule 41(a)(1)(A)(ii).¹¹ Even though the latter “does not by its terms empower a district court to attach conditions to the parties’ stipulation of dismissal,” the Supreme Court nonetheless has concluded that under section (A)(ii), “the [district] court is authorized to embody the settlement contract in its dismissal order or, what has the same effect, retain jurisdiction over the settlement contract[] if the parties agree.”¹² The order must “show[] an intent to retain jurisdiction”¹³ ⁸ *Carr v. Wells*, No. 20-cv-03319-NYW-JPO, 2026 WL 539118, at *3 (D. Colo. Feb. 26,

2026) (citing *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 378 (1994)). 9 Id. (citing *De Leon v. Marcos*, 659 F.3d 1276, 1283 (10th Cir. 2011)). 10 *Kokkonen*, 511 U.S. at 381. 11 Id. 12 Id. at 381–82; see id. (describing that the settlement agreement may be made part of the order either by a separate provision “retaining jurisdiction” or by incorporating the terms of the settlement agreement in the order). 13 *McKay v. United States*, 207 F. App’x 892, 894 (10th Cir. 2006) (internal quotation marks and citation omitted). Accordingly, per the terms of the stipulated dismissal, this action is dismissed. The Court expressly retains jurisdiction to enforce the terms of the settlement agreement, as set forth therein.* SO ORDERED. DATED March 31, 2026. BY THE COURT: Ted Stewart ited States District Judge '4 Importantly, assuming Ms. Draper did not sign the settlement agreement, she would not be bound thereto, and the Court would lack jurisdiction to enforce the terms of the agreement against her.