

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PRECEDENTIAL VALUE	unpublished district court memorandum decision; persuasive authority only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)