

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

Civil Action No. 14-cv-02429-PAB-KLM

GEORGIA JAMES,

Plaintiff,

v.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey Insurance  
Company,

Defendant.

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**MINUTE ORDER**

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**Entered by Judge Philip A. Brimmer**

This matter is before the Court on the remaining parties' Joint Stipulation of Dismissal [Docket No. 38].

The stipulation invokes Federal Rule of Civil Procedure 41(a)(1)(A)(ii), which provides that the "plaintiff may dismiss an action *without a court order* by filing: . . . a stipulation of dismissal signed by all parties who have appeared." (emphasis added). The stipulation was not signed "by all parties who have appeared" (Fed. R. Civ. P. 41(a)(1)(A)(ii); see *Anderson-Tully Co. v. Federal Ins. Co.*, 347 F. App'x 171, 176 (6th Cir. 2009) (under Fed. R. Civ. P. 41(a)(1)(A)(ii), "all parties who have appeared" includes both current and former parties)) and therefore does not, by itself, serve to dismiss this action. The Court, however, having reviewed the stipulation, finds that dismissal is appropriate.

Furthermore, "[u]nless the notice or stipulation states otherwise, the dismissal is without prejudice." Fed. R. Civ. P. 41(a)(1)(B) (emphasis added). Here, however, the parties have agreed to the dismissal of this action with prejudice. Therefore, the case was dismissed with prejudice as of the entry of the parties' joint stipulation of dismissal with prejudice. No order of dismissal is necessary.

DATED May 13, 2015.