

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION

AUTO-OWNERS INSURANCE)	
COMPANY)	
)	
Plaintiff,)	
)	Case No. 3:10-CV-018 JD
v.)	
)	
NANCY J. SHIRK, <i>et al.</i> ,)	
)	
Defendants.)	

OPINION AND ORDER

This was an insurance dispute between Auto-Owners Insurance Company and its insureds, Nancy J. Shirk and Donald M. Shirk. This matter proceeded past the summary judgment stage before the parties reached a settlement through mediation. On September 27, 2013, the parties filed a joint stipulation to dismiss this action with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), which terminated this action. [DE 71]. Just over a year then passed without any further activity, until Auto-Owners filed the present motion on September 29, 2014. [DE 72]. In its motion, Auto-Owners states that although the Shirks cashed their settlement check, they have failed to execute a release agreement as called for by the settlement. Auto-Owners thus asks the Court to enforce the agreement by requiring the Shirks to execute the release.

The Court must deny Auto-Owners' motion, as the parties' stipulation to dismiss this action *with prejudice* deprived the Court of jurisdiction to grant such relief in this matter. The Seventh Circuit addressed this scenario in *Pittman v. Dolton Police Dep't*, holding:

No one disputes that, *prior* to the dismissal, the district court had jurisdiction to decide whether a valid settlement agreement existed. It was only when the district court dismissed the case with prejudice that it lost jurisdiction to do anything further; if it truly wanted to retain jurisdiction, the district court should have

