

UNITED STATES DISTRICT COURT
 EASTERN DISTRICT OF MISSOURI
 EASTERN DIVISION

| | | |
|----------------------------|---|---------------------|
| CONNIE STEELMAN, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| vs. |) | No. 4:12-CV-5 (CEJ) |
| |) | |
| MAROSE PROPERTIES II, LLC, |) | |
| |) | |
| Defendant. |) | |

MEMORANDUM

This matter is before the Court on defendant’s motion to dismiss plaintiff’s case with prejudice. Plaintiff has not responded, and the time allowed for doing so has expired.

On April 4, 2013, the parties participated in mediation and reached a settlement. As part of the settlement agreement, plaintiff agreed to release the defendant from all claims arising under the Americans with Disabilities Act. Also, the agreement provided that the lien for fees and expert expenses asserted by plaintiff’s attorney (whom she had discharged earlier in the litigation) would be satisfied by a payment of \$2,500.00. After the mediation, plaintiff’s attorney and expert signed the settlement agreement and defense counsel forwarded a copy of the executed agreement to plaintiff for her signature. In response, plaintiff told defense counsel that she would not sign the settlement agreement because her former attorney and expert did not contact her by phone. [Doc. #50-10]. Defendant now requests that plaintiff’s cause of action be dismissed with prejudice pursuant to the Court’s order of April 16, 2013. In that order, the Court granted the parties until May 7, 2013 to file a stipulation of dismissal, and cautioned the parties that, if the stipulation was not timely filed, the Court would enter

an order dismissing the action with prejudice.

The evidence submitted by defendant establishes that an agreement was reached at mediation. The evidence also establishes that plaintiff's unwillingness to sign the settlement agreement is without good cause. The Court concludes that plaintiff's behavior warrants the dismissal of this action with prejudice and nullification of the settlement agreement.

IT IS HEREBY ORDERED that defendant's motion to dismiss plaintiff's case with prejudice and void the settlement agreement [Doc. # 50] is **GRANTED**.

A separate order of dismissal will be filed with this Memorandum.



CAROL E. JACKSON
UNITED STATES DISTRICT JUDGE

Dated this 11th day of June, 2013.