

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

JOHN ZAPATA, an Individual and)
as Assignee,)

4:13CV3044

Plaintiff,)

v.)

**MEMORANDUM
AND ORDER**

ALLIED PROPERTY AND)
CASUALTY INSURANCE)
COMPANY, NATIONWIDE)
MUTUAL INSURANCE)
COMPANY, an Ohio Corporation,)
and INSPRO, INC., a Nebraska)
corporation,)

Defendants.)

This matter is before the court on Plaintiff’s “Notice of Voluntary Case Dismissal Without Prejudice” (Filing No. [13](#)), which the court liberally construes as a motion to voluntarily dismiss pursuant to [Federal Rule of Civil Procedure 41](#). Pursuant to Rule 41(a)(2), “an action may be dismissed at the plaintiff’s request only by court order, on terms that the court considers proper.” Here, Defendants filed a Notice of Removal against Plaintiff from the District Court of Lancaster County, Nebraska, on March 4, 2013. (Filing No. [1](#).) The following day, Defendants moved to extend the time in which to file their responsive pleading to April 8, 2013, which the court granted. (Filing No. [6](#).) On March 28, 2013, Plaintiff moved to voluntarily dismiss this matter without prejudice. (Filing No. [13](#).) Defendants did not object to Plaintiff’s motion to voluntarily dismiss this matter without prejudice, and they did not file a responsive pleading to Plaintiff’s Complaint. In light of these facts,

IT IS THEREFORE ORDERED that:

1. Plaintiff's "Notice of Voluntary Case Dismissal Without Prejudice" (Filing No. [13](#)) is granted, and this matter is dismissed without prejudice.
2. A separate judgment will be entered in accordance with this Memorandum and Order.

DATED this 25th day of April, 2013.

BY THE COURT:

s/ John M. Gerrard
United States District Judge

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