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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

Suncearay Thomas,  
Plaintiff,  
v.  
Veolia Transportation Services, Inc., et al.,  
Defendants.

Case No.: 2:12-cv-977-JAD-PAL

**Order Granting Request for  
Dismissal with Prejudice [Doc. 58]**

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The parties recently agreed to settle all claims in this FMLA action, and on December 8, 2014, plaintiff received an executed settlement agreement from defendants. Doc. 58-1 at 1-2. Unfortunately, the agreement lacked a necessary attachment; and so plaintiff requested voluntary dismissal of the action with prejudice, upon receipt of the missing document. Doc. 58 at 1-2. On December 17, 2014, plaintiff notified the court that “The contingency . . . has been met.” Doc. 59 at 1.

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Federal Rule of Civil Procedure 41(a)(2) provides that where, as here, a defendant has answered or moved for summary judgment, “an action may be dismissed at the plaintiff’s request only by court order, on terms the court considers proper. . . . Unless the order states otherwise, a dismissal under this paragraph . . . is without prejudice.”

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Plaintiff has requested dismissal with prejudice, and represents that the parties have settled all disputes between them. Doc. 58. The settlement agreement attached to plaintiff’s motion provides that “Plaintiff agrees to dismiss [this lawsuit] by authorizing her attorney . . . to file with the District Court a Stipulation for Voluntary Dismissal With Prejudice . . . .” Doc. 58-1 at 8. Based on plaintiff’s motion, the settlement agreement, and the subsequent notification to the court, I find good cause to grant plaintiff’s request to dismiss this action with prejudice.

