



the release as he had agreed. [D. 53]. Thereafter, SPT paid out the settlement monies. [D. 54]. As SPT and Igani were no longer in communication, the parties did not execute a stipulation of dismissal, prompting SPT to ask the Court to dismiss the case with prejudice. [*Id.*].

## II. Analysis

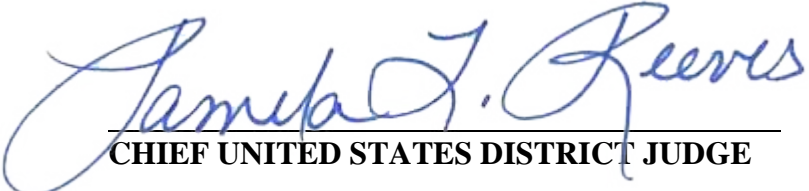
Though the settlement in this case has been completed, the ongoing acrimony between the parties has prevented the entry a stipulation of dismissal in accordance with Local Rule 68.1. *See* E.D. Tenn. L.R. 68.1. Nevertheless, both parties have separately asked for dismissal at different points in the process of enforcing the settlement.

Under Federal Rule of Civil Procedure 41(a)(1), parties may dismiss a case following settlement by filing a self-effectuating stipulation of dismissal signed by all parties. Fed. R. Civ. P. 41(a)(1)(A)(ii). However, under Rule 41(a)(2), “[e]xcept as provided in Rule 41(a)(1), an action may be dismissed at the plaintiff’s request only by court order, on terms that the court considers proper.” Fed. R. Civ. P. 41(a)(2).

Here, Igani’s request for dismissal has not been withdrawn, and Igani has not timely responded to SPT’s most recent request for dismissal with prejudice. Because the parties have now completed their obligations under the settlement, the case is appropriate for dismissal with prejudice.

## III. Conclusion

In light of the foregoing, Igani’s motion to dismiss [D. 47] and SPT’s request for dismissal [D. 54] will both be **GRANTED**. An appropriate order will be entered.

  
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CHIEF UNITED STATES DISTRICT JUDGE