

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE
AT WINCHESTER**

FARM CREDIT MID-AMERICA, PCA,	)	
	)	
<i>Plaintiff,</i>	)	Case No. 4:25-cv-38
	)	
v.	)	Judge Atchley
	)	
UNCLE NEAREST, INC., <i>et al.</i> ,	)	Magistrate Judge Steger
	)	
<i>Defendants.</i>	)	
	)	
	)	

ORDER

The Court is in receipt of the parties’ Stipulation and Agreed Order [Doc. 265], in which Plaintiff Farm Credit Mid-America, PCA “agrees to reduce the amount of its outstanding obligations” in exchange for the dismissal of the Counterclaim that Receiver filed against Farm Credit on behalf of Uncle Nearest. Rule 41 of the Federal Rules of Civil Procedure allows the parties to dismiss “an action without a court order” by filing a stipulation of dismissal. Fed. R. Civ. P. 41(a)(1)(A). Rule 41 thus “permits plaintiffs to dismiss only the entire controversy, not a portion of the claims” raised in that controversy. *United States ex rel. Doe v. Preferred Care, Inc.*, 326 F.R.D. 462, 464 (E.D. Ky. 2018) (citing *Philip Carey Mfg. Co. v. Taylor*, 286 F.2d 782, 785 (6th Cir. 1961)). Since the Stipulation and Agreed Order does not purport to dismiss all the claims in this case, it cannot be construed as a stipulation of dismissal under Rule 41.

Rule 21, on the other hand, expressly provides that the Court may “[o]n motion or on its own, . . . sever any claim against any party.” Fed. R. Civ. P. 21. Therefore, out of an abundance of caution, the Court will construe the Stipulation and Agreed Order [Doc. 265] as a Rule 21 motion to dismiss the Counterclaim. Because the parties agree that dismissal of the Counterclaim is appropriate, the Court finds good cause to **GRANT** the Motion [Doc. 265]. Accordingly, the

Counterclaim [Doc. 217] is **DISMISSED WITH PREJUDICE**. Therefore, Plaintiff's motion to dismiss [Doc. 229] the Counterclaim is also **DENIED AS MOOT**.

SO ORDERED.

/s/ Charles E. Atchley, Jr.

CHARLES E. ATCHLEY, JR.
UNITED STATES DISTRICT JUDGE