[DO NOT PUBLISH]

In the United States Court of Appeals

For the Eleventh Circuit

No. 23-14121

Non-Argument Calendar

EUROBOOR BV, et al.,

Plaintiffs-Counter Defendants,

ALBERT KOSTER,

Plaintiff-Counter Defendant
Appellant,

EUROBOOR FZC,

Counter Defendant
Appellant,

versus

ELENA GRAFOVA,

Defendant-Counter Claimant
Appellee.

Appeal from the United States District Court
for the Northern District of Alabama
D.C. Docket No. 2:17-cv-02157-KOB

Before WILSON, GRANT, and ABUDU, Circuit Judges.

PER CURIAM:

Albert Koster and Euroboor FZC appeal from the district court's amended final judgment, the order granting partial summary judgment, and the post-judgment order denying their motion to enforce the settlement agreement and for sanctions. For the reasons discussed below, we lack jurisdiction to review any of those rulings.

Rule 41(a) permits a plaintiff to voluntarily dismiss an "action" by filing a stipulation of dismissal signed by all parties who have appeared. Fed. R. Civ. P. 41(a)(1)(A)(ii). Here, the Rule 41(a) stipulation was ineffective because it did not dismiss the entire action. *See Perry v. Schumacher Grp. of La.*, 891 F.3d 954, 958 (11th Cir. 2018). It did not dismiss all claims or all counterclaims, and counterclaim count 4 remained pending. *See id.* (noting that a plaintiff cannot stipulate to dismissal of a portion of his lawsuit while leaving a different part of the lawsuit pending before the trial court).

While Rule 41(a) also permits a plaintiff (or counter-plaintiff) to dismiss all of his claims against a particular defendant (or counter-defendant), the stipulation did not do that either. *See Rosell v. VMSB, LLC*, 67 F.4th 1141, 1144 n.2 (11th Cir. 2023); *Klay v. United Healthgroup, Inc.*, 376 F.3d 1092, 1106 (11th Cir. 2004). It purported to dismiss only some of the plaintiffs' claims against Grafova and only some of Grafova's counterclaims against two plaintiffs. *See Klay*, 376 F.3d at 1106 (noting that Rule 41 does not permit plaintiffs to pick and choose, dismissing only particular claims within an action); *Rosell*, 67 F.4th at 1143-44 (holding that there was no final decision in the action because the parties' attempt to dismiss a single count under Rule 41(a) was ineffective). Therefore, the stipulation was invalid, and the district court could not cure that failure by entering an order under Rule 41(a)(2) that similarly purported to dismiss fewer than all the claims against one or more parties. *See Rosell*, 67 F.4th at 1144 & n.2; *Sanchez*, 84 F.4th at 1292-93.

Additionally, the district court's order denying Koster and Euroboor FZC's motion to enforce the settlement agreement is not an immediately appealable collateral order. In order to fall under the collateral order doctrine, the interlocutory order must (1) conclusively determine a disputed question; (2) resolve an important issue completely separate from the merits of the action; and (3) be effectively unreviewable on appeal from the final judgment. *See Plaintiff A v. Schair*, 744 F.3d 1247, 1252-53 (11th Cir. 2014). This doctrine is narrow in scope and allows for review for a small category of interlocutory rulings. *See id.* at 1253; *Richardson-Merrell, Inc. v. Koller*, 472 U.S. 424, 430-31 (1985) (stating that the

collateral order doctrine's "reach is limited to trial court orders affecting rights that will be irretrievably lost in the absence of an immediate appeal"); *Mohawk Indus., Inc. v. Carpenter*, 558 U.S. 100, 106 (2009) (noting that the appealability of an order under the collateral order doctrine depends on whether delaying review of that category of orders "would imperil a substantial public interest or some particular value of a high order"). Importantly, we ask whether the category of claim, not the individual claim, can be vindicated without an immediate appeal. *See Mohawk Indus., Inc.*, 558 U.S. at 106. Litigants are routinely required to "wait until after final judgment to vindicate valuable rights, including rights central to our adversarial system." *Id.* at 108-109.

Here, Koster and Euroboor FZC seek fulfillment of a term in the settlement related to a lawsuit pending in the United Arab Emirates ("UAE"), which they argue is an important interest due to the many consequences the UAE has imposed on Koster and the Euroboor entities. However, this right can be adequately vindicated on appeal from final judgment. *See Digital Equip. Corp. v. Desktop Direct, Inc.*, 511 U.S. 863, 869 (1992) (holding that rights under private settlement agreements can be adequately vindicated on appeal from final judgment); *Mohawk Indus., Inc.*, 558 U.S. at 106.

Thus, this appeal is DISMISSED for lack of jurisdiction. All pending motions are denied as MOOT.