



1 1186, 1191 (9th Cir. 1989); Eitel v. McCool, 782 F.2d 1470, 1472-73 (9th Cir. 1986). Once the  
2 stipulation between the parties who have appeared is properly filed or made in open court, no  
3 order of the court is necessary to effectuate dismissal. Fed. R. Civ. Pro. 41(a)(1)(ii); Eitel, 782  
4 F.2d at 1473 n.4. “Caselaw concerning stipulated dismissals under Rule 41(a) (1) (ii) is clear  
5 that the entry of such a stipulation of dismissal is effective automatically and does not require  
6 judicial approval.” In re Wolf, 842 F.2d 464, 466 (D.C. Cir. 1989); Gardiner v. A.H. Robins Co.,  
7 747 F.2d 1180, 1189 (8th Cir. 1984); see also Gambale v. Deutsche Bank AG, 377 F.3d 133, 139  
8 (2d Cir. 2004); Commercial Space Mgmt. Co. v. Boeing Co., 193 F.3d 1074, 1077 (9th Cir.  
9 1999) cf. Wilson v. City of San Jose, 111 F.3d 688, 692 (9th Cir. 1997) (addressing 41(a)(1)(i)).  
10 “The plaintiff may dismiss some or all of the defendants, or some or all of his claims, through a  
11 Rule 41(a)(1) notice,” and the dismissal “automatically terminates the action as to the defendants  
12 who are the subjects of the notice.” Wilson, 111 F.3d at 692; Concha v. London, 62 F.3d 1493,  
13 1506 (9th Cir. 1995).

14 Because Plaintiffs have filed a voluntary dismissal under Rule 41(a)(1)(ii) as to only  
15 Defendant IMB HOLDCO LLC, this case has terminated as to IMB HOLDCO LLC, only. See  
16 Fed. R. Civ. Pro. 41(a)(1)(ii); In re Wolf, 842 F.2d at 466; Gardiner, 747 F.2d at 1189; see also  
17 Gambale, 377 F.3d at 139; Commercial Space Mgmt, 193 F.3d at 1077; cf. Wilson, 111 F.3d at  
18 692.

19 Therefore, IT IS HEREBY ORDERED that IMB HOLDCO LLC, is DISMISSED from  
20 this case without prejudice in light of the parties’s filed and properly signed Rule 41(a)(1)  
21 voluntary dismissal.  
22

23 IT IS SO ORDERED.

24 **Dated:** November 15, 2009

/s/ Anthony W. Ishii  
CHIEF UNITED STATES DISTRICT JUDGE