



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 the parties have filed a voluntary dismissal under Rule 41(a)(1)(ii) as to only  
15 Greg Bass only, that is signed by all parties who have made an appearance, this case has  
16 terminated as to Greg Bass only. See Fed. R. Civ. Pro. 41(a)(1)(ii); In re Wolf, 842 F.2d at 466;  
17 Gardiner, 747 F.2d at 1189; see also Gambale, 377 F.3d at 139; Commercial Space Mgmt., 193  
18 F.3d at 1077; cf. Wilson, 111 F.3d at 692.

19 Therefore, IT IS HEREBY ORDERED that Greg Bass is DISMISSED from this case  
20 with prejudice in light of the parties’s filed and properly signed Rule 41(a)(1) voluntary  
21 dismissal.

22  
23 IT IS SO ORDERED.

24 **Dated:** October 14, 2009

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