

1 F.2d at 1473 n.4. “Caselaw concerning stipulated dismissals under Rule 41(a) (1) (ii) is clear
2 that the entry of such a stipulation of dismissal is effective automatically and does not require
3 judicial approval.” In re Wolf, 842 F.2d 464, 466 (D.C. Cir. 1989); Gardiner v. A.H. Robins Co.,
4 747 F.2d 1180, 1189 (8th Cir. 1984); see also Gambale v. Deutsche Bank AG, 377 F.3d 133, 139
5 (2d Cir. 2004); Commercial Space Mgmt. Co. v. Boeing Co., 193 F.3d 1074, 1077 (9th Cir.
6 1999) cf. Wilson v. City of San Jose, 111 F.3d 688, 692 (9th Cir. 1997) (addressing 41(a)(1)(i)).
7 “The plaintiff may dismiss some or all of the defendants, or some or all of his claims, through a
8 Rule 41(a)(1) notice,” and the dismissal “automatically terminates the action as to the defendants
9 who are the subjects of the notice.” Wilson, 111 F.3d at 692; Concha v. London, 62 F.3d 1493,
10 1506 (9th Cir. 1995).

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

16 Therefore, IT IS HEREBY ORDERED that Premier Auto Credit is DISMISSED from
17 this case without prejudice in light of Plaintiff’s filed and properly signed Rule 41(a)(1)
18 voluntary dismissal.

19
20 IT IS SO ORDERED.

21 **Dated:** September 10, 2009

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