

1 necessary to effectuate dismissal. Fed. R. Civ. Pro. 41(a)(1)(ii); Eitel, 782 F.2d at 1473 n.4.
2 “Caselaw concerning stipulated dismissals under Rule 41(a) (1) (ii) is clear that the entry of such
3 a stipulation of dismissal is effective automatically and does not require judicial approval.” In re
4 Wolf, 842 F.2d 464, 466 (D.C. Cir. 1989); Gardiner v. A.H. Robins Co., 747 F.2d 1180, 1189
5 (8th Cir. 1984); see also Gambale v. Deutsche Bank AG, 377 F.3d 133, 139 (2d Cir. 2004);
6 Commercial Space Mgmt. Co. v. Boeing Co., 193 F.3d 1074, 1077 (9th Cir. 1999) cf. Wilson v.
7 City of San Jose, 111 F.3d 688, 692 (9th Cir. 1997) (addressing 41(a)(1)(i)). “The plaintiff may
8 dismiss some or all of the defendants, or some or all of his claims, through a Rule 41(a)(1)
9 notice,” and the dismissal “automatically terminates the action as to the defendants who are the
10 subjects of the notice.” Wilson, 111 F.3d at 692; Concha v. London, 62 F.3d 1493, 1506 (9th
11 Cir. 1995).

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

16 Therefore, IT IS HEREBY ORDERED that Defendant Neil Advani 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: December 18, 2009**

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