

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF CALIFORNIA**

DAVID E. SIMON, et al.,)	NO. 1:10-CV-00597- AWI JLT
)	
Plaintiff,)	ORDER DISMISSING
v.)	DEFENDANTS BLUEJAY
)	MANAGEMENT, LLC AND
MDC CREDIT CORP., f/k/a MIDCOAST)	JESIMON RANCH, INC., ONLY
CREDIT CORPORATION, a New York)	WITHOUT PREJUDICE IN
corporation, et al.,)	LIGHT OF STIPULATION OF
)	DISMISSAL
Defendants.)	
<hr style="width: 40%; margin-left: 0;"/>		

On November 22, 2010, the Plaintiff filed a stipulation of dismissal of Bluejay Management, LLC, and Jesimon Ranch, Inc., only, without prejudice, pursuant to Rule 41(a)(1).

Rule 41(a)(1), in relevant part, reads:

an action may be dismissed by the plaintiff without order of court (i) by filing a notice of dismissal at any time before service by the adverse party of an answer or of a motion for summary judgment, whichever first occurs, or (ii) by filing a stipulation of dismissal signed by all parties who have appeared in the action. Unless otherwise stated in the notice of dismissal or stipulation, the dismissal is without prejudice, except that a notice of dismissal operates as an adjudication upon the merits when filed by a plaintiff who has once dismissed in any court of the United States or of any state an action based on or including the same claim.

In re Wolf, 842 F.2d 464, 466 (D.C. Cir. 1989); Gardiner v. A.H. Robins Co., 747 F.2d 1180, 1189 (8th Cir. 1984); see also Gambale v. Deutsche Bank AG, 377 F.3d 133, 139 (2d Cir. 2004); Commercial Space Mgmt. Co. v. Boeing Co., 193 F.3d 1074, 1077 (9th Cir. 1999) cf. Wilson v. City of San Jose, 111 F.3d 688, 692 (9th Cir. 1997) (addressing 41(a)(1)(i)). “The plaintiff may dismiss some or all of the defendants, or some or all of his claims, through a Rule 41(a)(1) notice,” and the dismissal “automatically terminates the action as to the defendants who are the

1 subjects of the notice.” Wilson, 111 F.3d at 692; Concha v. London, 62 F.3d 1493, 1506 (9th
2 Cir. 1995).

3 Because Plaintiff has filed a voluntary dismissal under Rule 41(a)(1) as to only Bluejay
4 Management, LLC, and Jesimon Ranch, Inc., this case has terminated as to Bluejay Management,
5 LLC, and Jesimon Ranch, Inc. only.

6 Therefore, IT IS HEREBY ORDERED that Bluejay Management, LLC, and Jesimon
7 Ranch, Inc., are DISMISSED from this case without prejudice in light of Plaintiff’s filed and
8 properly signed Rule 41(a)(1) voluntary dismissal.

9
10 IT IS SO ORDERED.

11 Dated: November 30, 2010


12 CHIEF UNITED STATES DISTRICT JUDGE