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10 **J & J Sports Productions, Inc.**

11 **UNITED STATES DISTRICT COURT**  
12 **EASTERN DISTRICT OF CALIFORNIA**

13 **J & J Sports Productions, Inc.,**

14 **Plaintiff,**

15 **vs.**

16 **Mark Thomas Bailey,**

17 **Defendant.**

18 **CASE NO. 1:14-cv-01353-DAD-JLT**

19 **[Proposed] ORDER GRANTING**  
20 **STIPULATION OF DISMISSAL**  
21 **OF PLAINTIFF'S COMPLAINT**  
22 **AGAINST DEFENDANT MARK**  
23 **THOMAS BAILEY, individually and**  
24 **d/b/a MADD BAILEYS**

25 **Doc. 41**

26 The parties have stipulated to dismiss the action with each side to bear their own fees and  
27 costs. (Doc. 41) The stipulation relies upon Fed.R.Civ.P. 41, which permits the plaintiff to dismiss  
28 an action without a court order "by filing . . . a stipulation of dismissal signed by all parties who  
have appeared." Fed. R. Civ. P. 41(a)(1)(A)(ii). Because all parties who have appeared in the  
action signed the stipulation (Doc. 79), it "automatically terminate[d] the action." *Wilson v. City of*  
*San Jose*, 111 F.3d 688, 692 (9th Cir. 1997). Accordingly, the Clerk of Court is **DIRECTED** to  
close this action.

IT IS SO ORDERED.

Dated: September 26, 2017

/s/ Jennifer L. Thurston  
UNITED STATES MAGISTRATE JUDGE