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Attorneys for Plaintiff Kenneth Willis

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

Kenneth Willis, an individual, on behalf of himself
 and all others similarly situated,

Plaintiff,

vs.

Enterprise Drilling Fluids, Inc., James Joslyn,
 Driltek, Inc., and Does 1 through 10,

Defendants.

Case No. 1:15-CV-00688- JLT

(Assigned to the Hon. Jennifer L. Thurston)

**Joint Stipulation of Voluntary Dismissal of
 Case and [Proposed] Order Thereon
 (Doc. 84)**

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), Plaintiff Kenneth Willis (“Willis”) and Defendants Enterprise Drilling Fluids, Inc. and James Joslyn (“Defendants”).

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1. Plaintiff and Defendants have entered into a confidential non-class settlement agreement providing for the payment of certain sums by Defendants to Plaintiff, the last of which is due approximately 97 days from August 14, 2017;
 2. Upon payment of the sums owing by Defendants to Plaintiffs,
 - a. Plaintiff's agrees to the voluntary dismissal with prejudice of any and all purported individual claims belonging to Willis against Defendants;
 - b. Plaintiff agrees to the voluntary dismissal without prejudice of all purported class claims of Willis against Defendants;
 - c. Plaintiff agrees to the voluntary dismissal without prejudice of all purported PAGA claims against Defendants;
 3. This Stipulation shall not affect any individual, class or PAGA claims against Defendant Driltek, Inc.
 4. This dismissal is without an award of attorneys' fees, interest, or costs to any party as between Willis and Defendants, as each side will bear their own attorney's fees and costs.

Dated: August 15, 2017

THE DION-KINDEM LAW FIRM

BY: /s Peter R. Dion-Kindem
PETER R. DION-KINDEM, P.C.
PETER R. DION-KINDEM
Attorney for Plaintiff Kenneth Willis

Dated: August 15, 2017

LAW OFFICES OF LEBEAU · THELEN, LLP

BY: /s DANIEL KLINGENBERGER
DANIEL K. KLINGENBERGER
Attorneys for Defendant Enterprise Drilling Fluids,
Inc. and James Joslyn

1 **ORDER**

2 The parties have stipulated to dismiss the action with prejudice with each party bearing their own
3 fees and costs. (Doc. 84 at 2) The stipulation of dismissal does not impact the rights of the class or
4 impact that the PAGA claims may proceed in a different action. Id.

5 Federal Rules of Civil Procedure 41 permits the plaintiff to dismiss an action without a court
6 order “by filing . . . a stipulation of dismissal signed by all parties who have appeared.” Fed. R. Civ. P.
7 41(a)(1)(A)(ii). Because all parties who have appeared in the action signed the stipulation (Doc. 79), it
8 “automatically terminate[d] the action.” *Wilson v. City of San Jose*, 111 F.3d 688, 692 (9th Cir. 1997).
9 Accordingly, the Clerk of Court is **DIRECTED** to close this action.

10
11 IT IS SO ORDERED.

12 Dated: August 15, 2017

13 /s/ Jennifer L. Thurston
14 UNITED STATES MAGISTRATE JUDGE