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8 **Attorneys for Defendants County of Kern,**
9 **Kern County Sheriff's Department, Scott**
10 **Wall, Daniel Willis & Dennis Coffee**

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

13 **M.M., a minor, by and through her**) **CASE NO. 1:16-CV-00376-DAD-JLT**
14 **guardian DAVID EVANKOVICH,**)
15 **Plaintiff,**) **ORDER DIRECTING THE COURT TO**
16 **vs.**) **CLOSE THE ACTION AS TO THE KERN**
17 **COUNTY SHERIFF'S DEPARTMENT**
18 **ONLY**
19 **COUNTY OF KERN; KERN COUNTY)**
20 **SHERIFF'S DEPARTMENT; SCOTT) (Doc. 34)**
21 **WALL; DANIEL WILLIS; DENNIS)**
22 **COFFEE; and DOES 1 through 100,)**
23 **Inclusive,**)
24 **Defendants.**)
25 _____)

26 This Stipulation for Dismissal of the Kern County Sheriff's Department (hereinafter the
27 "KCSO") is agreed upon by Plaintiff M.M., a minor, by and through her guardian David
28 Evankovich (hereinafter "Plaintiff"), represented by Joseph Whittington, Esq. of Rodriguez and
Associates, and Defendants, County of Kern, Kern County Sheriff's Department (hereinafter
"KCSO"), Scott Wall, Daniel Willis and Dennis Coffee (hereinafter "Defendants"), represented
by Andrew C. Thomson, Deputy County Counsel.

Plaintiff and Defendants are hereinafter collectively referred to as the "Parties" and, by
and through their respective attorneys of record, and agree and stipulate as follows:

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1 **IT IS HEREBY UNDERSTOOD**, by and between the Parties to this action through
2 their designated counsel:

3 The Parties understand that the Kern County Sheriff's Department is a Department and
4 integral agency of the County of Kern.

5 The Parties are informed and believe that Defendant Kern County Sheriff's Department
6 is not a proper Defendant in this litigation, and that KCSO liability, if any, is subsumed wholly
7 and completely incorporated within the liability umbrella of the County of Kern.

8 **IT IS THEREFOR STIPULATED:**

9 Based upon the foregoing, the Parties agree and stipulate, as follows:

10 The Parties agree and stipulate that Defendant Kern County Sheriff's Department be
11 dismissed, with prejudice, from this litigation.

12
13 Dated: May 31, 2017

MARK L. NATIONS, INTERIM COUNTY COUNSEL

14
15 By /s/ Andrew C. Thomson
16 Andrew C. Thomson, Deputy
17 Attorneys for Defendants County of Kern,
18 Kern County Sheriff's Department, Scott
19 Wall, Daniel Willis & Dennis Coffee

20
21 Dated: May 31, 2017

RODRIGUEZ & ASSOCIATES

22 By /s/ Joseph Whittington
23 Joseph Whittington, Esq.
24 Attorneys for Plaintiff
25 M.M., a minor
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ORDER

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Federal Rules Civil Procedure 41(a) provides, “the plaintiff may dismiss an action without a court order by filing: . . . a stipulation of dismissal signed by all parties who have appeared.” . . .” Once such a notice has been filed, an order of the Court is not required to make the dismissal effective. Fed. R. Civ. P. 41(a)(1)(ii); Wilson v. City of San Jose, 111 F.3d 688, 692 (9th Cir. 1997). Thus, the Clerk of Court is DIRECTED to close the case as to the Kern County Sheriff’s Department **ONLY**.

IT IS SO ORDERED.

Dated: May 31, 2017

/s/ Jennifer L. Thurston
UNITED STATES MAGISTRATE JUDGE