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YVONNE SALDANA

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16 **UNITED STATES DISTRICT COURT**
17 **EASTERN DISTRICT OF CALIFORNIA**
18

19 YVONNE SALDANA,
20 Plaintiff,
21 v.
22 HOME DEPOT USA, INC.; and DOES 1
through 20, inclusive,
23 Defendant.
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Case No. 1:16-cv-00484-DAD-JLT
**STIPULATION AND ORDER CLOSING
THE ACTION**
(Doc. 29)

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1 Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), Plaintiff Yvonne Saldana
2 (“Saldana”) and Defendant Home Depot U.S.A., Inc. (“Home Depot”) (Saldana and Home
3 Depot collectively hereinafter “the Parties”), by and through their respective counsel of record,
4 stipulate and request that the entire above-captioned action be dismissed with prejudice, with
5 each side to bear its own costs and fees. The Parties further stipulate and request that Judge Dale
6 A. Drozd of the United States District Court for the Eastern District of California or his
7 successor retain jurisdiction to enforce the provisions of the Agreement and over any matters or
8 actions brought to enforce said Agreement.

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DATED: January 18, 2017

FREIMAN LAW

By: /s/ Lawrence Freiman
LAWRENCE W. FREIMAN
MICHAEL J. FREIMAN

Attorneys for Plaintiff
YVONNE SALDANA

(counsel’s signature as authorized on 01/18/17)

DATED: January 18, 2017

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

By: /s/ Gregory C. Cheng
GREGORY C. CHENG
MICHAEL D. WILSON, JR.

Attorneys for Defendant
HOME DEPOT U.S.A., INC.

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ORDER

On January 18, 2017, the parties filed a stipulation to dismiss the action. (Doc. 29) The parties agree that the matter will be dismissed with prejudice, that each side will bear their own costs and fees and that the Court will retain jurisdiction to enforce the settlement agreement.

Federal Rules of Civil Procedure Rule 41 provides that “the plaintiff may dismiss 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). 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). Accordingly, the Clerk of Court is DIRECTED to close this action in light of the notice of dismissal with prejudice filed and properly signed pursuant to Rule 41(a).

IT IS SO ORDERED.

Dated: January 18, 2017

/s/ Jennifer L. Thurston
UNITED STATES MAGISTRATE JUDGE