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8 UNITED STATES DISTRICT COURT
 9 EASTERN DISTRICT OF CALIFORNIA, FRESNO DIVISION
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11 CHARLES HALSTEAD,
 12 Plaintiff,
 13 v.
 14 GRACE RUSTIGIAN; and GRACE
 RUSTIGIAN AS TRUSTEE OF THE
 15 PEREYRA LIVING 1992 TRUST,
 16 Defendant.

Case No. 1:17-CV-01337 SKO
**STIPULATION TO DISMISS A PARTY
 AND ORDER THEREON**
 The Hon. Sheila K. Oberto
 Trial Date: NOT SET
 (Doc. 49)

17
 18 Plaintiff Charles Halstead in propria persona and Defendants Grace Rustigian and Grace
 19 Rustigian as Trustee of the Pereyra Living 1992 Trust by and through their counsel of record hereby
 20 stipulate to the dismissal with prejudice of Grace Rustigian as Trustee of the Pereyra Living 1992
 21 Trust as a defendant in this action.
 22

23 Dated: July 27, 2018
 24
 25

26 By: /s/ Charles Halstead (as authorized on 7/27/18)
 Charles Halstead, in propria persona
 27
 28

1 Dated: July 27, 2018

McCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP

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4 By: /s/ Christina C. Tillman
Christina C. Tillman
5 Attorneys for Grace Rustigian and Grace Rustigian
6 as Trustee of the Pereyra Living 1992 Trust

7 **ORDER**

8
9 On July 30, 2018, the parties filed the above stipulation to the dismissal with prejudice of
10 Grace Rustigian as Trustee of the Pereyra Living 1992 Trust as a defendant in this action. (Doc.
11 49.)

12 In relevant part, Rule 41(a)(1)(A) provides as follows:

13 [A] plaintiff may dismiss an action without a court order by filing: (i) a notice of
14 dismissal before the opposing party serves either an answer or a motion for
15 summary judgment; or (ii) a stipulation of dismissal signed by all parties who have
appeared.

16 Fed. R. Civ. P. 41(a)(1)(A). Rule 41 thus allows the parties to dismiss an action voluntarily, after
17 service of an answer, by filing a written stipulation to dismiss signed by all parties who have
18 appeared, although an oral stipulation in open court will also suffice. See Eitel v. McCool, 782 F.2d
19 1470, 1472-73 (9th Cir. 1986). The Ninth Circuit has held that the term “action” in Rule 41(a) refers
20 “to the entirety of claims against any single defendant” and allows for the automatic dismissal of all
21 claims against a particular defendant. Pedrina v. Chun, 987 F.2d 608, 609 (9th Cir. 1993).

22 Once the stipulation between the parties who have appeared is properly filed or made in open
23 court, no order of the court is necessary to effectuate dismissal. Case law concerning stipulated
24 dismissals under Rule 41(a)(1)(A)(ii) is clear that the entry of such a stipulation of dismissal is
25 effective automatically and does not require judicial approval. Commercial Space Mgmt. Co. v.
26 Boeing Co., 193 F.3d 1074, 1077 (9th Cir. 1999). Because the parties have filed a stipulation for
27 dismissal of all claims against defendant Grace Rustigian as Trustee of the Pereyra Living 1992
28 Trust with prejudice under Rule 41(a)(1)(A)(ii) that is signed by all parties who have made an

1 appearance, this case has terminated as to defendant Grace Rustigian as Trustee of the Pereyra
2 Living 1992 Trust. Fed. R. Civ. P. 41(a)(1)(A)(ii).

3 Accordingly, the Clerk of the Court is directed to TERMINATE Grace Rustigian as Trustee
4 of the Pereyra Living 1992 Trust as a defendant in this case. This case shall remain OPEN pending
5 resolution of Plaintiff's case against the remaining defendant.

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7 IT IS SO ORDERED.

8 Dated: August 1, 2018

9 /s/ Sheila K. Oberto
10 UNITED STATES MAGISTRATE JUDGE

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