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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

REGINA SCHINDLER, an individual,
DUWAYNE C., a minor, by and through
his guardian ad litem REGINA
SCHINDLER,

Plaintiffs,

v.

MERCED CITY SCHOOL DISTRICT,
operating as CHARLES WRIGHT
ELEMENTARY SCHOOL; OLIVIA
ZARATE, an individual employee; KEN
COOPER, an individual employee;
VERONICA VILLA, an individual
employee; BRIAN MEISENHEIMER, an
individual employee; DOUG COLLINS,
and DOES 1 through 50, inclusive,

Defendants.

Case No. 1:19-cv-01188-DAD-BAM

ORDER REGARDING JOINT STIPULATION
TO DISMISS REGINA SCHINDLER AS AN
INDIVIDUAL PLAINTIFF

(Doc. No. 34)

On September 1, 2020, Plaintiff Regina Schindler and Defendants Merced City School District, operating as Charles Wright Elementary School, Olivia Zarate, Ken Cooper, Veronica Villa, Brian Meisenheimer and Doug Collins filed a stipulation for voluntary dismissal of Plaintiff Regina Schindler’s individual claims against all defendants in this action with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii).¹ (Doc. No. 34.) The stipulation is signed by counsel for Plaintiffs Regina Schindler and Duwayne C., counsel for Defendants Merced City School District, operating as Charles Wright Elementary School, Ken Cooper,

¹ The parties cite Federal Rule of Civil Procedure “41(a)(ii),” which the Court construes as Rule 41(a)(1)(A)(ii), which is the only equivalent provision of Rule 41.

1 Veronica Villa, Brian Meisenheimer and Doug Collins, and counsel for Defendant Olivia Zarate.
2 The stipulation indicates that Plaintiff Regina Schindler’s individual action against all defendants
3 should be dismissed with prejudice as to all claims, causes of action, and parties, and each party
4 shall bear that party’s attorney’s fees and costs. (*Id.* at 1.) The stipulation also provides that
5 notwithstanding the dismissal of her individual claims, Plaintiff Regina Schindler will continue to
6 serve as Guardian Ad Litem² for Plaintiff Duwayne C., whose claims and causes of action are not
7 affected by the stipulation. (*Id.*)

8 In relevant part, Rule 41(a)(1)(A)(ii) provides that a plaintiff may dismiss an action
9 without a court order by filing a stipulation of dismissal signed by all parties who have appeared.
10 Upon the entry of such a stipulation, dismissal is effective automatically and does not require
11 judicial approval. *See Commercial Space Mgmt Co. v. Boeing Co.*, 193 F.3d 1074, 1077 (9th Cir.
12 1999); *Porter v. Spencer*, No. 1:07-CV-0825 AWI SMS, 2018 WL 6198468, at *1 (E.D. Cal.
13 Aug. 13, 2018) (acknowledging dismissal under 41(a)(1)(A)(ii) is “self-executing”).

14 Accordingly, in light of the stipulated dismissal, Plaintiff Regina Schindler’s individual
15 claims against all defendants have been terminated by operation of law without further order from
16 the Court. Fed. R. Civ. P. 41(a)(1)(A)(ii). Notwithstanding the dismissal of her claims, Regina
17 Schindler shall continue to serve as Guardian Ad Litem for Plaintiff DUWAYNE C. The Clerk
18 of the Court is directed to update the docket.

19
20 IT IS SO ORDERED.

21 Dated: September 4, 2020

22 /s/ Barbara A. McAuliffe
23 UNITED STATES MAGISTRATE JUDGE
24
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27 _____
28 ² Prior to removal of the action to this Court, the state superior court appointed Regina Schindler as Guardian Ad Litem for Plaintiff Duwayne C. (Doc. No. 1 at 59-60.)