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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

STEWART A. DALIE, III;
REENA L. DALIE; CHARLES
DEFRENZO; LOUISE DEFRENZO,
individually and on
behalf of all others
similarly situated,

NO. CIV. S-08-337 LKK/GGH

Plaintiffs,

v.

O R D E R

PULTE HOME CORPORATION,
PULTE HOMES, INC.; DEL
WEBB HOMES; DEL WEBB
CALIFORNIA CORP.; MARQUETTE
TITLE INSURANCE COMPANY, and
DOES 4-1,000, inclusive,

Defendants.

_____ /


Plaintiff's "Stipulation" for voluntary dismissal, with "each party ... to bear its own fees and costs" (Dkt No. 108), and purportedly filed pursuant to Fed. R. Civ. P. 41(a)(1), is signed only by counsel for plaintiffs. The court notes that defendants have filed an answer to the original complaint, a motion to strike the class allegations of the third amended complaint, and have otherwise appeared and litigated this action.

1 Accordingly, the "stipulation" is **DENIED WITHOUT PREJUDICE** to
2 its renewal as a proper stipulation, "signed by all parties who
3 have appeared." See Fed. R. Civ. P. 41(a)(1)(A)(ii). The court
4 does not doubt plaintiffs' representation that "[a]ll parties" have
5 agreed to the stipulation. The proper way to signify this
6 agreement however, is by including the signature(s) of defendants'
7 counsel on the stipulation.

8 IT IS SO ORDERED.

9 DATED: November 2, 2011.

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LAWRENCE K. KARLTON
SENIOR JUDGE
UNITED STATES DISTRICT COURT