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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

RYAN SCHAEFFER, et al.,

Plaintiffs,

v.

GREGORY VILLAGE PARTNERS, L.P.,
et al.,

Defendants.

Case No. 13-cv-04358-JST

**ORDER GRANTING MOTION FOR
DISMISSAL PURSUANT TO FED. R. CIV.
P. 41(a)(2) AS TO DEFENDANT CENTRAL
CONTRA COSTA SANITARY DISTRICT
WITH PREJUDICE**

Re: ECF No. 230

United States District Court
Northern District of California

Before the Court is the parties’ joint motion for voluntary dismissal as to Defendant Central Contra Costa Sanitary District with prejudice, pursuant to Federal Rule of Civil Procedure 41(a)(2). ECF No. 230. For the reasons set forth below, the Court will grant the motion.

I. BACKGROUND

Plaintiffs brought this action in Contra Costa Superior Court against Defendant Central Contra Costa Sanitary District, a California Special District (“District”) and past and present owners and operators of dry cleaning establishments in Pleasant Hill, California. ECF No. 152 at 2. Plaintiffs’ operative complaint seeks compensation and injunctive relief for hazardous substance contamination located on their property and in the surrounding neighborhood. Id. at 3. The case was removed on the basis of federal question to this Court in September 2013. ECF No. 1. Since the case was removed, Plaintiffs have settled with several of the Defendants, including the District. ECF No. 152 at 3.

On February 19, 2015, Plaintiffs and the District filed a Joint Notice of Settlement and Application for Good Faith Settlement Determination. ECF Nos. 152, 158, 186. The Plaintiffs and the District agreed, pursuant to California Code of Civil Procedure section 877.6, to a general release of all claims related to the District in this action in exchange for the District’s settlement payment of \$50,000 to Plaintiffs. ECF No. 186, Ex. 1 (Settlement Agreement and Release of

1 Claims). On April 24, 2015, this Court approved Plaintiffs and the District’s Application for a
2 Good Faith Settlement Determination. ECF No. 220. On May 28, 2015, Plaintiffs and the District
3 jointly filed the instant motion to voluntarily dismiss the case as to Defendant Central Contra
4 Costa Sanitary District with prejudice. ECF No. 230. The motion is unopposed.

5 **II. LEGAL STANDARD**

6 Federal Rule of Civil Procedure 41(a) governs the voluntary dismissal of an action by the
7 plaintiff. Rule 41(a) may be invoked to dismiss less than all of the parties in an action. See Lake
8 at Las Vegas Investors Group, Inc. v. Pacific Malibu Dev. Corp., 933 F.2d 724, 726 (citations
9 omitted). It is within the district court’s sound discretion to grant or deny a motion made under
10 Rule 41(a)(2). Sams v. Beech Aircraft Corp., 625 F.2d 273, 277 (9th Cir. 1980). “[A] district
11 court should grant a motion for voluntary dismissal unless a defendant can show that it will suffer
12 some plain legal prejudice as a result.” Smith v. Lenches, 263 F.3d 972, 975 (9th Cir. 2001);
13 Waller v. Financial Corp. of Am., 828 F.2d 579, 583 (9th Cir.1987). “Plain legal prejudice”
14 means “prejudice to some legal interest, some legal claim, [or] some legal argument.” Westlands
15 Water Dist. v. United States, 100 F.3d 94, 97 (9th Cir. 1996). The Court may dismiss with or
16 without prejudice, but “[u]nless the order states otherwise, a dismissal under this paragraph (2) is
17 without prejudice.” Fed. R. Civ. P. 41(a)(2).

18 **III. DISCUSSION**

19 Plaintiffs and the District have jointly moved for the action to be dismissed as to Defendant
20 the District with prejudice. ECF No. 230. The parties also requested that the motion be granted
21 “with settling parties to bear their own fees and costs as between the settling parties.” Id.

22 The Court must first consider, under Rule 41(a), whether dismissal of the District would
23 result in legal prejudice to any other Defendants in this action. Per Civil Local Rule 7-3(a), any
24 oppositions to the joint motion were due no later than June 11, 2015. No Defendants filed an
25 opposition to the joint motion to voluntarily dismiss the District. The Court concludes no
26 Defendant will “suffer some plain legal prejudice” as a result of the District’s dismissal from the
27 action with prejudice. See Lenches, 263 F.3d at 975. Plaintiffs have already agreed to a release of
28 all claims related to the district in exchange for settlement. ECF No. 186, Ex. 1.

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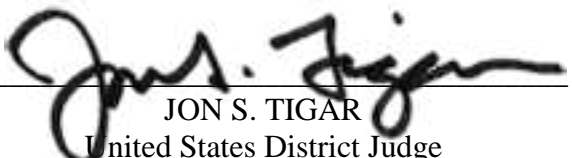
The parties have also requested that the Court grant the dismissal as to the District with prejudice and order the settling parties to bear their own fees and costs. ECF No. 230. The Court finds that dismissal of the District with prejudice is appropriate and orders that the settling parties shall bear their own fees and costs related to this action.

CONCLUSION

For the foregoing reasons, the Court will GRANT Plaintiffs and the District's joint motion to voluntarily dismiss all claims against Central Contra Costa Sanitary District with prejudice. The settling parties are to bear their own fees and costs as between the settling parties.

IT IS SO ORDERED.

Dated: June 28, 2015



JON S. TIGAR
United States District Judge