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4 **UNITED STATES DISTRICT COURT**
5 **NORTHERN DISTRICT OF CALIFORNIA**

6)	
7	OMAR MARTINEZ, individually and on)	Case Number: 3:15-cv-00619-TEH
	behalf of all others similarly situated,)	
8	<i>Plaintiff,</i>)	STIPULATION TO DISMISS ACTION
)	
9	v.)	
)	
10	TERMINIX INTERNATIONAL COMPANY,)	
11	L.P., a Delaware limited partnership, and THE)	
12	SERVICEMASTER COMPANY, LLC, a)	
	Delaware limited liability company,)	
13	<i>Defendants.</i>)	
14)	

15 The Parties to the above-captioned civil action, being in agreement, and having reached a
16 settlement of the claims at issue, stipulate as follows:

- 17 1. On February 9, 2015, Plaintiff filed this alleged class action against Defendants.
- 18 2. Fed. R. Civ. P. 41(a)(1)(A)(ii) allows the parties to stipulate to the dismissal of an

19 action at any time. Rule 23(e) does not limit the right to stipulate to dismissal of this action
20 because no class has been certified in this matter. No notice is required to alleged class members
21 under Rule 23(e) since the settlement and dismissal of Plaintiff’s individual claims does not bind
22 them in any way.

23 WHEREFORE, in accordance with Fed. R. Civ. P. 41(a)(1)(A)(ii), Plaintiff and
24 Defendants agree that the action shall be dismissed in its entirety and with prejudice with respect
25 to the claims alleged by Plaintiff individually against Defendants and without prejudice as to any
26 claims alleged by the alleged, uncertified class against Defendants.

27 Plaintiff and Defendants further agree that each party shall bear his or its own costs and
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1 attorney fees except as set forth in their Stipulation of Settlement.

2 IT IS SO STIPULATED.

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6 Dated: July 7, 2015

/s/ Patrick H. Peluso

7 _____
Counsel for Plaintiff

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9 Dated: July 7, 2015

/s/ Brian A. Sutherland

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Counsel for Defendants

