

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
STATESVILLE DIVISION
CIVIL ACTION NO. 5:15-CV-00007-RLV-DCK**

JAMIE BYRD AND)
JUSTIN BYRD,)
))
Plaintiffs,)
))
v.)
))
TOOLING ACQUISITION CO. AND)
NAP TOOLS, LLC d/b/a NAP GLADU,)
))
AND)
))
DEARBORN NATIONAL LIFE)
INSURANCE COMPANY, (formerly)
known as Fort Dearborn Life Insurance)
Company))
))
Defendants.)
))

ORDER

THIS MATTER IS BEFORE THE COURT on Plaintiffs’ Notice of Voluntary Dismissal With Prejudice (the “Notice”). [Doc. No. 19]. In Plaintiffs’ Notice, Plaintiffs purport to dismiss their cause of action, with prejudice, pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure. Id. However, the Court has reviewed the Notice and has determined that Plaintiffs’ Notice is not in compliance with the Rule. Plaintiffs’ Notice does not contain a stipulation of dismissal that is signed by *all* parties who have appeared. Compare [Doc. No. 19] with Fed. R. Civ. Pro. 41(a)(1)(A)(ii). Accordingly, Plaintiffs’ Notice is deficient and cannot serve to dismiss this action.

If Plaintiffs still seek to voluntarily dismiss this action, then they are **HEREBY ORDERED** to refile a notice of voluntary dismissal, which fully complies with the requirements of Rule 41(a)(1)(A)(ii), or otherwise move for a dismissal under Rule 41(a)(2), within **THIRTY (30) DAYS** of the date of this Order.

SO ORDERED.

Signed: October 26, 2015

A handwritten signature in black ink, reading "Richard L. Voorhees". The signature is written in a cursive style with a horizontal line underneath the name.

Richard L. Voorhees
United States District Judge

