

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

**Beverly Allen, individually, and on behalf of all others similarly
situated v. Protective Life Insurance Company, et al.**

Allen · No. 1:20-cv-00530-JLT-CDB · Decided December 11, 2025

OPINION

1 2 3 4 5 6 7 8 UNITED STATES DISTRICT COURT 9 EASTERN DISTRICT OF
CALIFORNIA 10 11 BEVERLY ALLEN, individually, and Case No. 1:20-cv-00530-JLT-CDB on
behalf of all others similarly situated, 12 ORDER DIRECTING CLERK OF THE 13 Plaintiff,
COURT TO CLOSE CASE PURSUANT v. TO RULE 41(a)(1) OF THE FEDERAL 14 RULES
OF CIVIL PROCEDURE PROTECTIVE LIFE INSURANCE 15 COMPANY, et al., (Doc.

121) 16 Defendants. 17 18 Plaintiff Beverly Allen (“Plaintiff”) initiated this action with the filing
of a class action 19 complaint against Defendants Protective Life Insurance Company and Empire
General Life 20 Insurance Company (“Defendants”) on April 13, 2020. (Doc. 1).

On December 10, 2025, the 21 parties filed a jointly executed stipulated dismissal with prejudice
as to Plaintiff’s individual claims 22 and without prejudice as to the putative class claims. (Doc.
121). 23 The stipulated dismissal comports with the requirements of Fed. R. Civ. P. 41(a)(1)(A)(ii)
24 and Plaintiff is entitled to dismiss the individual claims (at least) without court order.

In a class 25 action, however, court approval of dismissal may be required under Rule 41(a)(2) if
the class has 26 been certified. Specifically, Rule 23(e) provides that any claims arising out of
either a (1) “certified 27 class” or (2) “class proposed to be certified for purposes of settlement...
may be settled, voluntarily 28 dismissed, or compromised only with the court’s approval.” Fed.

R. Civ. P. 23(e) (emphasis added). 1 In this case, the parties seek to dismiss the individual claims
with prejudice and the claims 2 | of the putative class without prejudice. (Doc. 121 at 3). No class
has been certified in this action 3 | nor is there a class proposed to be certified for purposes of
settlement. Id.; see (Doc. 1, 110). 4 | Because no class has been certified in this case, and because
any dismissal would not affect putative 5 | class members’ possible claims, Rule 23(e) does not
mandate either Court approval of the parties’ 6 | stipulation to dismiss the action or notice to
putative class members.

See Titus v. BlueChip 7 | Financial, 786 Fed. App’x. 694, 695 (9th Cir. 2019) (“Because no class
has been certified, Titus is 8 | the only plaintiff before the court...” (unpublished) (citing Emp ’rs-
Teamsters Local Nos. 175 & 9 | 505 Pension Tr. Fund vy. Anchor Capital Advisors, 498 F.3d 920,

924 (9th Cir. 2007)). 10 In light of the parties’ filing, the Court finds that Rule 23(e) does not require the Court’s 11 | approval of the dismissal.

This action shall be terminated by operation of law without further order 12 | of the Court. Comm. Space Mgmt. Co., Inc. v. Boeing Co., Inc., 193 F.3d 1074, 1077-78 (9th Cir. 13 1999). 14 Accordingly, the Clerk of the Court is HEREBY DIRECTED to CLOSE the case and adjust 15 || the docket to reflect, pursuant to Rule 41(a)(1)(A)Gi, dismissal with prejudice as to ☐ 16 | individual claims and without prejudice as to the putative class claims, with each party to bear that 17 || party’s own attorney’s fees and costs except as otherwise provided by the parties’ settlement 18 || agreement.

19 | IT IS SO ORDERED. 0 | Dated: ☐ December 11, 2025 | hr 2] UNITED STATES MAGISTRATE JUDGE 22 23 24 25 26 27 28