

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MINNESOTA**

Pharmaceutical Research and  
Manufacturers of America,

Plaintiff,

No. 20-cv-1497 (KMM/DTS)

v.

Ronda Chakolis-Hassan, et al.

Defendants.

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**PLAINTIFF’S UNOPPOSED RULE 60 MOTION**

Plaintiff, Pharmaceutical Research and Manufacturers of America (PhRMA), hereby moves the Court, pursuant to Federal Rule of Civil Procedure 60, to correct or otherwise provide relief from the order entered on June 12, 2026. ECF 189. That order stated that this action was “dismissed with prejudice” “[p]ursuant to the Parties’ Stipulation for Dismissal,” *id.*, yet the parties’ stipulation of dismissal under Federal Rule of Civil Procedure 41(a)(1)(A)(ii) had the legal effect of dismissing the action *without* prejudice, *see* ECF 187. Plaintiff respectfully asks the Court to clarify that the dismissal was without prejudice. Defendants do not oppose this motion.

**BACKGROUND**

Federal Rule of Civil Procedure 41(a)(1)(A)(ii) states that a plaintiff “may dismiss an action without a court order by filing . . . a stipulation of dismissal signed by all parties who have appeared.” Fed. R. Civ. P. 41(a)(1)(A)(ii). Rule 41(a)(1)(B) further provides

that “[u]nless the . . . stipulation states otherwise, the dismissal is without prejudice.” Fed. R. Civ. P. 41(a)(1)(B).

On June 10, 2026, PhRMA filed a stipulation of dismissal under that Rule. *See* ECF 187. The stipulation stated: “Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), the parties hereby stipulate to the dismissal of all claims in this action. Each party shall bear its own costs and fees.” *Id.* The stipulation was signed by all parties. *See id.*

Although the governing rule provides for dismissal “without a court order,” the parties supplied the Court with a proposed order to facilitate the administrative aspects of dismissal, such as the Clerk of Court’s closing of the matter. The parties’ proposed order stated: “Based on the parties’ stipulation, IT IS ORDERED that this matter is dismissed, without costs, disbursements, or attorneys’ fees to any party. The Clerk of Court is directed to close this matter.” ECF 188.

On June 12, 2026, the Court issued an order stating: “Pursuant to the parties’ Stipulation for Dismissal filed on 6/10/26 [187], IT IS HEREBY ORDERED that this action be dismissed with prejudice and without costs or attorneys’ fees to any party.” ECF 189.

### **LEGAL STANDARDS**

Rule 60(a) states that “[t]he court may correct a clerical mistake or a mistake arising from oversight or omission whenever one is found in a judgment, order, or other part of the record.” Fed. R. Civ. P. 60(a). Under this Rule, “Courts enjoy broad discretion to correct clerical errors in previously issued orders in order to conform the record to the intentions

of the court and the parties.” *Agro Dutch Indus. Ltd. v. United States*, 589 F.3d 1187, 1192 (Fed. Cir. 2009); *see also Owner-Operator Indep. Driver Ass’n, Inc. v. Dunaski*, 763 F. Supp. 2d 1068, 1085 (D. Minn. 2011) (“Separate from the Defendants’ request for reconsideration pursuant to . . . the Local Rules, Rule 60 of the Federal Rules of Civil Procedure permits the Court, in its discretion, to correct a mistake arising from inadvertence or omission.”).

Fed. R. Civ. P. 60(b) permits a court to “relieve a party or its legal representative from a final judgment, order, or proceeding” for five enumerated reasons or for “any other reason that justifies relief.” Fed. R. Civ. P. 60(b). Although “relief under Rule 60(b)(6) is available only in extraordinary circumstances,” Rule 60(b) “vests wide discretion in courts.” *Buck v. Davis*, 580 U.S. 100, 123 (2017). “In determining whether extraordinary circumstances are present, a court may consider a wide range of factors,” including “in an appropriate case, ‘the risk of injustice to the parties’ and ‘the risk of undermining the public’s confidence in the judicial process.’” *Id.* (quoting *Liljeberg v. Health Servs. Acquisition Corp.*, 486 U.S. 847, 864 (1988)).

### **ARGUMENT**

The stipulation of dismissal under Rule 41(a)(1)(A)(ii) had the legal effect of dismissing this action without prejudice. That stipulation was “effective automatically” and did “not require judicial approval.” *Gardiner v. A.H. Robins Co.*, 747 F.2d 1180, 1189 (8th Cir. 1984). And “the clear and unambiguous language of Rule 41(a)(1) . . . contains no exceptions that call for the exercise of judicial discretion by any court.” *Id.* at 1190. Accordingly, under Rule 60(a), the Court’s June 12 order should be corrected to specify

that the dismissal was without prejudice. Alternatively, the parties should be relieved of that order's with-prejudice effect under Rule 60(b)(6).<sup>1</sup>

**I. The Court Should Revise The June 12 Order To Clarify That The Dismissal Was Without Prejudice.**

Rule 41(a)(1)(A)(ii) allows a plaintiff to “dismiss an action without a court order” by “a stipulation of dismissal signed by all parties who have appeared.” Fed. R. Civ. P. 41(a)(1)(A)(ii). As the Eighth Circuit has explained, “[c]ase law concerning stipulated dismissals under” this Rule “is clear that the entry of such a stipulation of dismissal is effective automatically and does not require judicial approval.” *Gardiner*, 747 F.2d at 1189 (interpreting the precursor rule to Rule 41(a)(1)(A)(ii), which contained materially similar language).<sup>2</sup> The text of “Rule 41(a)(1) . . . contains no exceptions that call for the exercise of judicial discretion by any court.” *Id.* at 1190.<sup>3</sup>

Here, there is a mismatch between the stipulation and the dismissal order entered by the Court. The stipulation (and proposed order) did not specify whether dismissal was with

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<sup>1</sup> If the Court concludes that Rule 59(e), rather than Rule 60, supplies the proper procedural vehicle, Plaintiff respectfully requests leave to submit a letter under Local Rule 7.1(j) seeking permission to file a motion for reconsideration.

<sup>2</sup> The prior provision stated, in relevant part: “(a) Voluntary Dismissal: Effect Thereof. (1) By Plaintiff; by Stipulation. Subject to the provisions of Rule 23(e), of Rule 66, and of any statute of the United States, an action may be dismissed by the plaintiff without order of court \* \* \* (ii) by filing a stipulation of dismissal signed by all parties who have appeared in the action.” *Gardiner*, 747 F.2d at 1189 n.12.

<sup>3</sup> The submission of a proposed order with the stipulation did not change these features of the Rule. *See Dillon-Barber v. Regents of Univ. of Michigan*, 51 F. App'x 946, 951 (6th Cir. 2002) (“Under [Rule 41(a)(1)(A)(ii)], the parties had an absolute right to dismiss the state-law claims and, although the parties apparently elected to do so by an agreed order signed by the district court judge, no judicial action was necessary to effect the dismissal of those claims.”).

or without prejudice, *see* ECF 187, and therefore, the stipulation automatically effected a dismissal without prejudice. *See* Rule 41(a)(1)(B) (providing that “[u]nless the . . . stipulation states otherwise, the dismissal is without prejudice”). But the order entered on June 12 stated that “this action” was “dismissed with prejudice” “[p]ursuant to the parties’ Stipulation for Dismissal filed on 6/10/26 [187].” ECF 189.

Plaintiff presumes that this discrepancy between the stipulation and the order was inadvertent and requests a correction of the June 12 order under Rule 60(a) to clarify that the dismissal was without prejudice.

Rule 60(a) authorizes this correction. In circumstances where the correction would not substantively modify but would instead correct an error in the record, courts of appeals have permitted district courts to revise a judgment’s with- or without-prejudice designation under Rule 60(a). *See Rivera v. PNS Stores, Inc.*, 647 F.3d 188, 201 (5th Cir. 2011) (“Our precedent lends strong support to the conclusion that Rule 60(a) allows a judgment’s ‘with prejudice’ or ‘without prejudice’ denomination to be changed when the change comports with the intent conveyed by the substance of the district court’s adjudication”); *see also*, *e.g.*, *In re Jee*, 799 F.2d 532, 535 (9th Cir. 1986). Here, dismissal without prejudice “was a *fait accompli*” based on the filed stipulation, so the Court would “break no new decisional ground by correcting the judgment to state that the case was dismissed” without—rather than with—prejudice. *Rivera*, 647 F.3d at 200 (internal quotation marks omitted) (holding that Rule 60(a) permitted district court to revise summary judgment order to dismissal “with prejudice” rather than “without prejudice”); *cf. BBCA, Inc. v. United States*, 954 F.2d

1429, 1432 (8th Cir. 1992) (construing motion to add “with prejudice” to a dismissal order granting a request for a dismissal “with prejudice” as a Rule 60(a) motion).

**II. Alternatively, The Court Should Grant Relief From The June 12 Order Under Rule 60(b)(6).**

In the alternative, Plaintiff moves under Rule 60(b)(6), because “other reason[s] . . . justif[y] relief” from the with-prejudice statement in the June 12 order. Fed. R. Civ. P. 60(b)(6).

Courts of appeals have reversed, and even granted mandamus relief to correct, district court orders that materially alter a stipulated dismissal under Rule 41(a)(1). In *Gardiner*, the Eighth Circuit reversed a district court that “effectively deprived the parties of their unconditional right” to a “dismissal by stipulation” by adding a “notation on the parties’ agreement without their knowledge or consent” that “imposed a material condition on the parties’ right to a stipulated dismissal.” 747 F.2d at 1190. Relying on *Gardiner*, the D.C. Circuit granted a petition for a writ of mandamus where the plaintiff had filed a stipulation of dismissal without prejudice under Rule 41(a)(1)(A)(ii) and the district court later ordered that the action be dismissed with prejudice if neither party moved to reopen the case in 30 days. *In re Wolf*, 842 F.2d 464, 465–66 (D.C. Cir. 1988) (per curiam). “By altering the stipulation and causing the dismissal to be with prejudice, the district court judge has imposed legal prejudice on plaintiffs,” the D.C. Circuit reasoned. *Id.* at 466. That condition, the court held, “directly conflicts with the clear and unambiguous language of Rule 41(a)(1) which contains no exceptions that call for the exercise of judicial discretion by any court.” *Id.* (quoting *Gardiner*, 747 F.2d at 1190).

The same concern warrants relief here. The parties filed a Rule 41(a)(1)(A)(ii) stipulation that, by operation of Rule 41(a)(1)(B), dismissed this action without prejudice. But the June 12 order states that the dismissal is with prejudice. Unless revised, that statement may create uncertainty about the preclusive effect of the dismissal. That “risk of injustice” supplies the “extraordinary circumstances” warranting relief under Rule 60(b)(6). *Buck*, 580 U.S. at 123.

### **CONCLUSION**

Pursuant to Rule 60, Plaintiff respectfully asks the Court to correct or otherwise provide relief from the June 12 order’s statement that the dismissal was with prejudice.

Dated: June 26, 2026

/s/ John M. Baker

Benjamin M. Mundel (*pro hac vice*)  
Madeleine Joseph (*pro hac vice*)  
SIDLEY AUSTIN LLP  
1501 K Street, N.W.  
Washington, DC 20005  
(202) 736-8000  
bmundel@sidley.com

-and-

John M. Baker, No. 0174403  
Katherine M. Swenson, No. 0389280  
GREENE ESPEL PLLP  
222 S. Ninth Street, Suite 2200  
Minneapolis, MN 55402  
(612) 373-0830  
jbaker@greeneespel.com  
kswenson@greeneespel.com

*Attorneys for Plaintiff*

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**LOCAL RULE 7.1(F) AND 7.1(H)  
CERTIFICATE OF COMPLIANCE**

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I certify that Plaintiff's Unopposed Rule 60 Motion contains 1,700 words, which complies with Local Rule 7.1(f), and that the type-size complies with Local Rule 7.1(h).

I further certify that in compliance with the above-referenced Local Rules, I used Microsoft Word 365 in preparation of the above-referenced document, and that this word processing program has been applied specifically to include all texts, including headings, footnotes, and quotations in the word count referenced above.

Dated: June 26, 2026

/s/ John M. Baker

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Madeleine Joseph (*pro hac vice*)  
SIDLEY AUSTIN LLP  
1501 K Street, N.W.  
Washington, DC 20005  
(202) 736-8000  
bmundel@sidley.com

-and-

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**PLAINTIFF'S MEET-AND-CONFER  
STATEMENT REGARDING ITS  
RULE 60 MOTION**

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I, John M. Baker, representing Plaintiff in the above-captioned matter, hereby certify that I and other attorneys representing Plaintiff met and conferred with counsel for Defendants (Angela Behrens and Sarah Krans) by Zoom call on June 25, 2026, regarding Plaintiff's Rule 60 motion. As a result of the meet-and-confer, Defendants do not oppose Plaintiffs' Rule 60 motion.

Dated: June 26, 2026

/s/ John M. Baker

Benjamin M. Mundel (*pro hac vice*)  
Madeleine Joseph (*pro hac vice*)  
SIDLEY AUSTIN LLP  
1501 K Street, N.W.  
Washington, DC 20005  
(202) 736-8000  
bmundel@sidley.com

-and-

John M. Baker, No. 0174403  
Katherine M. Swenson, No. 0389280  
GREENE ESPEL PLLP  
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kswenson@greeneespel.com

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**[PROPOSED] ORDER**

Under Federal Rule of Civil Procedure 60, the Court hereby withdraws its June 12, 2026 order (ECF 189), and based on the parties' stipulation IT IS HEREBY ORDERED that this matter is dismissed, without costs, disbursements, or attorneys' fees to any party.

The Clerk of Court is directed to close this matter.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Hon. Kate M. Menendez

U.S. District Judge