

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

Ramos v. Funding Rush, Inc.

No. 1:23-cv-01016-KES-HBK (E.D. Cal. Sept. 9, 2025) · No. 1:23-cv-01016-KES-HBK · Decided September 9, 2025

SUMMARY

The United States District Court for the Eastern District of California disregarded a purported stipulation to dismiss crossclaims without prejudice under Federal Rule of Civil Procedure 41. The court held that the stipulation was ineffective because it was not signed by all parties who had appeared and because Rule 41 applies to dismissal of an entire action rather than particular claims. The court stated that the crossclaim defendants could refile a compliant notice or motion identifying the affected claims and parties.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
WRITING FOR THE COURT	Helena M. Barch-Kuchta
JURISDICTION	United States District Court for the Eastern District of California
DECIDED	September 9, 2025
DOCKET	1:23-cv-01016-KES-HBK
DISPOSITION	other
PROCEDURAL POSTURE	The court considered a stipulation under Federal Rule of Civil Procedure 41(a)(1)(A)(ii) seeking dismissal without prejudice of claims between crossclaim plaintiffs Katherine Heftman and Richard Barnes and crossclaim defendants Onpoint Appraisal Services, Inc. and Ryan C. Jones.
STANDARD OF REVIEW	A motion under Federal Rule of Civil Procedure 41(a)(2) is committed to the sound discretion of the district court.
PRECEDENTIAL VALUE	unpublished district court order; generally nonprecedential
PARTIES	Trinidad Ramos, Diana Ramos, Eric L. Ramos, Silicon Private Capital, LLC v. Funding Rush, Inc., Andrew Adrian Doli, Ralph Martinez, Jay Turner, Lennar Title, Inc., Lil’ Wave Financial, Inc., doing business as Superior Loan Servicing, Lexington, Spiros Cheng, Richard Barnes, Katherine Heftman, Bethani Dioli, Ryan C. Jones, Onpoint Appraisal

Services, Inc., All Persons Unknown, Claiming Any Right, Title, Estate, Lien or Interest in the Property, or Any Cloud on Title Thereto

TOPICS

civil procedure

commercial litigation

pleadings

PRACTICE AREAS

civil procedure

commercial litigation

QUESTIONS PRESENTED

1. Whether a stipulation under Federal Rule of Civil Procedure 41(a)(1)(A)(ii) is effective when it is signed only by the parties whose claims are being dismissed rather than by all parties who have appeared.
2. Whether Rule 41(a) permits dismissal of selected claims between parties while other claims in the same action remain pending.
3. Whether the parties could instead proceed under Rule 41(c), Rule 41(a)(1)(A)(i), or Rule 41(a)(2).

HOLDINGS

1. A stipulation of dismissal under Federal Rule of Civil Procedure 41(a)(1)(A)(ii) is ineffective unless signed by all parties who have appeared in the action, not merely by the parties directly affected by the proposed dismissal.
2. Rule 41(a) applies to dismissal of an entire action and does not authorize dismissal of only particular claims between selected parties.
3. A party seeking voluntary dismissal of a crossclaim may proceed under Rule 41(c), including Rule 41(a)(1)(A)(i) when its prerequisites are satisfied, or may seek dismissal by motion under Rule 41(a)(2).

KEY QUOTATIONS

“As the express language of this rule indicates, for a dismissal under Rule 41(a)(1)(ii) to be effective, all parties who have appeared must sign the stipulation.” (at 1)

“And Rule 41(a) applies only to the dismissal of an entire action—not to particular claims.” (at 2)

FACTUAL BACKGROUND

Katherine Heftman and Richard Barnes asserted crossclaims against multiple parties, including Onpoint Appraisal Services, Inc. and Ryan C. Jones. Heftman, Barnes, Onpoint, and Jones filed a stipulation seeking dismissal without prejudice of the claims between them, but the stipulation was signed only by counsel for those parties. Other claims and parties remained in the action, including claims against the crossclaim plaintiffs and a separate amended crossclaim naming the crossclaim defendants.

PROCEDURAL HISTORY

After obtaining leave of court, Katherine Heftman and Richard Barnes filed an amended answer containing crossclaims against multiple parties. The parties to the proposed dismissal filed a stipulation signed only by their respective counsel. The district court disregarded the stipulation because it did not comply with Rule 41 and permitted the crossclaim defendants to refile a compliant notice or motion.

DISPOSITION

other

CASES CITED

- Aswad v. ACA Receivables, L.L.C., No. CIV F 06-0835 AWI LJO, 2007 WL 427591 (E.D. Cal. Feb. 7, 2007)
- Thacker v. AT&T Corp., No. 2:20-cv-00255 KJM CKD (PS), 2021 WL 1784873 (E.D. Cal. May 5, 2021)
- 2021 Holdings, L.P., 82 F.4th 1031, 1034 (11th Cir. 2023)
- Bailey v. Shell W. E&P, Inc., 609 F.3d 710, 720 (9th Cir. 2010)
- In re Esteve, 60 F.4th 664, 675 (11th Cir. 2023)
- Edge Sys. LLC v. Ageless Serums LLC, No. 2:20-cv-09669-FLA (PVCX), 2022 WL 22877064 (C.D. Cal. Apr. 15, 2022)
- Dep't of Educ., Hawai'i v. C.B. ex rel. Donna B., No. CIV. 11-00576 SOM, 2012 WL 1081073 (D. Haw. Mar. 29, 2012)
- Hamilton v. Firestone Tire & Rubber Co. Inc., 679 F.2d 143, 145 (9th Cir. 1982)

OPINION

Ramos

PER CURIAM.

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8 UNITED STATES DISTRICT COURT

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EASTERN DISTRICT OF CALIFORNIA

10 11 TRINIDAD RAMOS, an individual; DIANA Case No. 1:23-cv-01016-KES-HBK RAMOS,
an individual and ERIC L. RAMOS, 12 an individual, ORDER DISREGARDING
STIPULATION PURSUANT TO FED. Plaintiffs,

13 R. CIV. P. 41

14 v. (Doc. No. 132) 15 FUNDING RUSH, INC., a California Corporation; ANDREW ADRIAN
DOLI, an 16 individual, RALPH MARTINEZ, an individual; JAY TURNER, an individual;
LENNAR TITLE, 17 INC., a California Corporation; LIL' WAVE 18 FINANCIAL, INC., a
Nevada Corporation, doing business as SUPERIOR LOAN

19 SERVICING; LEXINGTON; SPIROS CHENG,

an individual RICHARD BARNES, an 20 individual; KATHERINE HEFTMAN, an 21
individual; SILICON PRIVATE CAPITAL, LLC; BETHANI DIOLI, an individual, All 22 Persons

Unknown, Claiming Any Right, Title, Estate, Lien or Interest in the Property, or Any 23 Cloud on Title Thereto, 24 Defendants. 25 _____

26 SILICON PRIVATE CAPITAL, LLC,

27 Cross-Complainant, 1 v. 2 FUNDING RUSH, INC., a California Corporation; LEXINGTON;
RYAN C. JONES; 3 LIL' WAVE FINANCIAL, INC., a Nevada Corporation, doing business as
SUPERIOR 4 LOAN SERVICING; All Persons Unknown, Claiming Any Right, Title, Estate,
Lien or 5 Interest in the Property, or Any Cloud on Title 6 Thereto, 7 Cross-Defendants. 8 9 10 On
March 30, 2025, after obtaining leave of Court, Defendants Katherine Heftman and 11 Richard
Barnes (hereinafter "Crossclaim Plaintiffs") filed an amended answer that contained 12
crossclaims against multiple parties, including, but not limited to, Onpoint Appraisal Services, 13
Inc. and Ryan C. Jones (hereinafter "Crossclaim Defendants"). (Doc. No. 124). On August 26, 14
2025, Crossclaim Plaintiffs and Crossclaim Defendants "stipulate[d] under Federal Rule of Civil
15 Procedure 41(a)(1)(A)(ii) that the third party complaint be dismissed without prejudice as to all
16 claims, causes of action, and to these parties, with each party bearing that party's own
attorney's 17 fees and costs." (Doc. No. 132). The filing is signed by counsel for Crossclaim
Plaintiffs and 18 Crossclaim Defendants only. (Id. at 2-3). 19 Here, the parties intend to dismiss
the claims between them, but the filing does not comply 20 with the applicable procedural rule and
thus is invalid. Specifically, Federal Rule of Civil

21 Procedure 41(a)(1)(A)(ii) requires that a stipulation of dismissal be signed "by all parties who
22 have appeared," not just by the parties who are impacted by the stipulation. "As the express 23
language of this rule indicates, for a dismissal under Rule 41(a)(1)(ii) to be effective, all parties 24
who have appeared must sign the stipulation." *Aswad v. ACA Receivables, L.L.C.*, No. CIV F 25
06-0835 AWI LJO, 2007 WL 427591, at *1 (E.D. Cal. Feb. 7, 2007) (emphasis added); see 26 also
Thacker v. AT&T Corp., No. 2:20-cv-00255 KJM CKD (PS), 2021 WL 1784873, at *1 (E.D. 27
Cal. May 5, 2021), report and recommendation adopted, No. 2:20-cv-0255 KJM CKD (PS), 2021
1 Holdings, L.P., 82 F.4th 1031, 1034 (11th Cir. 2023) (analyzing whether Rule 41(a)(1)(A)(ii) 2
dismissal in a multi-defendant/party requires signatures by all parties who have appeared or 3
signatures of only those parties involved and holding Rule requires signature of all parties who 4
have appeared and finding previous dismissals ineffective). 5 Additionally, the Court notes that
dismissal of the claims between Crossclaim Plaintiffs 6 and Crossclaim Defendants will not end
any parties' involvement in this action. At a minimum, 7 Plaintiffs' claims against Crossclaim
Plaintiffs remain and Crossclaim Defendants are named as 8 defendants in Defendant Silicon
Private Capital's Second Amended Crossclaim filed August 8, 9 2025. (See Doc. Nos. 21, 130).
Thus, a dismissal of the claims between Crossclaim Plaintiffs 10 and Crossclaim Defendants will
not amount to a dismissal of all claims asserted by Crossclaim 11 Plaintiffs in their crossclaim
given additional parties are named as crossclaim defendants. (See 12 Doc. No. 124 at 18-27). And
Rule 41(a) applies only to the dismissal of an entire action—not to 13 particular claims. *Bailey v.*
Shell W. E&P, Inc., 609 F.3d 710, 720 (9th Cir. 2010); see also *In re 14 Esteva*, 60 F.4th 664, 675

(11th Cir. 2023) (collecting cases). 15 In contrast, Rule 41(c) allows a counterclaimant to voluntarily dismiss “any 16 counterclaim, crossclaim, or third-party claim” pursuant to Rule 41(a)(1)(A)(i).” Edge Sys. LLC 17 v. Ageless Serums LLC, No. 2:20-cv-09669-FLA (PVCX), 2022 WL 22877064, at *2 (C.D. Cal.

18 Apr. 15, 2022). Specifically, Rule 41(c) provides that the “rule applies to a dismissal of any 19 counterclaim, crossclaim, or third-party claim. A claimant's voluntary dismissal under Rule 20 41(a)(1)(A)(i) must be made: (1) before a responsive pleading is served; or (2) if there is no 21 responsive pleading, before evidence is introduced at a hearing or trial.” Dep't of Educ., Hawai'i 22 v. C.B. ex rel. Donna B., No. CIV. 11-00576 SOM, 2012 WL 1081073, at *3 (D. Haw. Mar. 29, 23 2012). 24 Alternatively, a party may also dismiss an action by filing a motion requesting the Court 25 to dismiss the action . Fed. R. Civ. P. 41(a)(2). A motion brought under this Rule is addressed to 26 the sound discretion of the district court. Hamilton v. Firestone Tire & Rubber Co. Inc., 679 F.2d 27 143, 145 (9th Cir. 1982). 1 Accordingly, it is ORDERED: 2 1. The parties' stipulation of dismissal (Doc. No. 132) is DISREGARDED. 3 2. The Crossclaim Defendants may elect to refile a notice or motion that complies with

4 Rule 41. Any such notice or motion should specifically identify, with citations to the 5 relevant docket number, the specific claims and parties impacted. 6 Dated: _ September 9, 2025
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8 HELENA M. BARCH-KUCHTA

9 UNITED STATES MAGISTRATE JUDGE

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