

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PRECEDENTIAL VALUE	unpublished district court order; generally nonprecedential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)