UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF CALIFORNIA

Reeve v. Synchrony Bank

Reeve · No. 1:24-cv-01458-JLT-EPG · Decided June 17, 2025

SUMMARY

The United States District Court for the Eastern District of California directs Synchrony Bank and Equifax Information Services, LLC, who have appeared in the action, to approve or oppose a stipulation of dismissal with prejudice filed by the plaintiff and Experian Information Solutions, Inc. The court explains that Federal Rule of Civil Procedure 41(a)(1)(A)(ii) requires the stipulation to be signed by all parties who have appeared and sets a June 27, 2025 deadline for the required filing or an all-party stipulation.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
JURISDICTION	United States District Court for the Eastern District of California
DECIDED	June 17, 2025
DOCKET	1:24-cv-01458-JLT-EPG
DISPOSITION	other
PROCEDURAL POSTURE	During a pending federal civil action, Plaintiff William Reeve and Defendant Experian Information Solutions, Inc. filed a stipulation seeking dismissal with prejudice of the claims against Experian under Federal Rule of Civil Procedure 41. The court directed the remaining appearing defendants to approve or oppose the stipulation, or alternatively required a stipulation signed by all parties who had appeared.
PRECEDENTIAL VALUE	nonprecedential
PARTIES	William Reeve v. Synchrony Bank, Equifax Information Services, LLC, Experian Information Solutions, Inc.

TOPICS

civil procedure

PRACTICE AREAS

civil procedure

QUESTIONS PRESENTED

1. Whether a stipulation of dismissal under Federal Rule of Civil Procedure 41(a)(1)(A)(ii) may be effective without the signatures of all parties who have appeared in the action.

HOLDINGS

1. A stipulation of dismissal without a court order must be signed by all parties who have appeared in the action; because Synchrony Bank and Equifax Information Services, LLC had appeared but had not signed, the existing stipulation was insufficient to proceed without their approval or a fully signed stipulation.

KEY QUOTATIONS

> *"However, because Rule 41(a)(1)(A)(ii) requires a stipulation of dismissal to be "signed by all parties who have appeared," and only Plaintiff and Defendant Experian Information Solutions, Inc., have signed the stipulation, the Court will require the remaining Defendants in the case who have appeared—Defendants Synchrony Bank and Equifax Information Services, LLC—to submit a filing approving or opposing the stipulation of dismissal."* (at 1)

FACTUAL BACKGROUND

Plaintiff William Reeve and Defendant Experian Information Solutions, Inc. sought to dismiss with prejudice the claims against Experian. Only Reeve and Experian signed the stipulation. Synchrony Bank and Equifax Information Services, LLC were remaining defendants who had appeared in the action but had not signed it.

PROCEDURAL HISTORY

The case was pending in the Eastern District of California when Reeve and Experian filed a stipulation of dismissal with prejudice. Because Synchrony Bank and Equifax Information Services, LLC had appeared but had not signed the stipulation, the court ordered them to file approval or opposition by June 27, 2025, or permitted the parties to file a stipulation signed by all appearing parties.

DISPOSITION

other

CASES CITED

- Thacker v. AT&T Corp., No. 2:20-CV-00255-KJM-CKD PS, 2021 WL 1784873, at *1 (E.D. Cal. May 5, 2021), report and recommendation adopted, 2021 WL 4168533 (E.D. Cal. Sept. 14, 2021)

OPINION

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF CALIFORNIA WILLIAM REEVE, Case No. 1:24-cv-01458-JLT-EPG Plaintiff, ORDER DIRECTING DEFENDANTS SYNCHRONY BANK AND EQUIFAX v. INFORMATION SERVICES, LLC, REGARDING STIPULATION OF DISMISAL SYNCHRONY BANK, et al., (ECF No. 52) Defendants. On June 17, 2025, Plaintiff William Reeve and Defendant Experian Information Solutions, Inc., filed a stipulation of dismissal with prejudice of the claims against these Defendants under Federal Rule of Civil Procedure 41.

However, because Rule 41(a)(1)(A)(ii) requires a stipulation of dismissal to be "signed by all parties who have appeared," and only Plaintiff and Defendant Experian Information Solutions, Inc., have signed the stipulation, the Court will require the remaining Defendants in the case who have appeared—Defendants Synchrony Bank and Equifax Information Services, LLC—to submit a filing approving or opposing the stipulation of dismissal.

See Thacker v. AT&T Corp., No. 2:20-CV-00255-KJM- CKD PS, 2021 WL 1784873, at *1 (E.D. Cal. May 5, 2021), report and recommendation adopted, 2021 WL 4168533 (E.D. Cal. Sept. 14, 2021) (noting that court was "unaware of any case waiving the requirement that the stipulation... must be made by all parties who have appeared" and that "[t]he requirement to obtain all parties' consent to voluntarily dismiss (without a court order) is intended to ensure that a voluntary dismissal of a party at later stages of the litigation does not cause plain legal prejudice to the party to be dismissed or to the remaining defendant(s)").

Accordingly, IT IS ORDERED as follows: 1. By no later than June 27, 2025, Defendants Synchrony Bank and Equifax Information Services, LLC, shall file a signed document reflecting their approval of the stipulation of dismissal (ECF No. 52) or file a response opposing the stipulation of dismissal. 2. Alternatively, by no later than June 27, 2025, the parties may file a stipulation of dismissal signed by all parties who have appeared in this action in compliance with Rule A4l(a)(1)(A) Gi).

Tr IS SO ORDERED. Dated: _Sune 17, 2025 [sf ey — UNITED STATES MAGISTRATE JUDGE