

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
CALIFORNIA

Obillo v. i-Health Inc.

No. 24-cv-02459-PHK (N.D. Cal. June 2, 2025) · No. 24-cv-02459-PHK · Decided June 2, 2025

SUMMARY

The United States District Court for the Northern District of California directs the Clerk to close the case after reviewing the parties’ joint stipulation of dismissal. The order explains that the stipulation is self-effectuating under Federal Rule of Civil Procedure 41(a)(1)(A)(ii), dismissing the plaintiff’s individual claims with prejudice and putative class claims without prejudice, without requiring Rule 23(e) approval or notice because no class had been certified.

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	Peter H. Kang
JURISDICTION	United States District Court for the Northern District of California
DECIDED	June 2, 2025
DOCKET	24-cv-02459-PHK
DISPOSITION	dismissed
PROCEDURAL POSTURE	The court considered the parties' joint stipulation of dismissal under Federal Rule of Civil Procedure 41(a)(1)(A)(ii), providing for dismissal with prejudice of the plaintiff's individual claims and without prejudice of her putative class claims.
PRECEDENTIAL VALUE	Unknown
PARTIES	Malia Obillo v. i-Health Inc.

TOPICS

- class actions
- civil procedure
- default

PRACTICE AREAS

- civil procedure
- class actions

QUESTIONS PRESENTED

1. Whether the parties' joint stipulation was self-effectuating under Federal Rule of Civil Procedure 41(a)(1)(A)(ii).
2. Whether Federal Rule of Civil Procedure 23(e) required court approval of the settlement or notice to putative class members when no class had been certified.

HOLDINGS

1. The parties' joint stipulation was self-effectuating under Federal Rule of Civil Procedure 41(a)(1)(A)(ii).
2. Rule 23(e) did not require court approval of the parties' settlement or notice to putative class members because no class had been certified.

KEY QUOTATIONS

“Because no class has been certified in this case, and because any dismissal would not affect putative class members' claims, Rule 23(e) does not mandate either Court approval of the Parties' settlement or notice to putative class members.” (slip op. at 1)

FACTUAL BACKGROUND

Malia Obillo brought individual claims and putative class claims against i-Health Inc. The parties jointly stipulated to dismiss the individual claims with prejudice and the putative class claims without prejudice. No class had been certified before the dismissal.

PROCEDURAL HISTORY

The parties filed a joint stipulation seeking dismissal of the action. No class had been certified. The court determined that the stipulation was self-effectuating under Rule 41(a)(1)(A)(ii), that Rule 23(e) did not require court approval or notice to putative class members, and directed the clerk to terminate the case.

DISPOSITION

dismissed

CASES CITED

- Titus v. BlueChip Financial, 786 F. App'x 694, 695 (9th Cir. 2019)
- Comm. Space Mgmt. Co. v. Boeing Co., 193 F.3d 1074, 1077-78 (9th Cir. 1999)
- Palma v. TK&K Servs., No. 1:23-cv-00434-JLT-CDB, 2023 WL 7167632, at *1 (E.D. Cal. Oct. 21, 2023)

OPINION

1 2 3 4 UNITED STATES DISTRICT COURT 5 NORTHERN DISTRICT OF CALIFORNIA 6
SAN FRANCISCO DIVISION 7 8 MALIA OBILLO, Case No. 24-cv-02459-PHK 9 Plaintiff,
ORDER DIRECTING CLERK TO 10 v. CLOSE CASE PURSUANT TO RULE 41(a)(1) OF
THE FEDERAL RULES OF 11 I-HEALTH INC., CIVIL PROCEDURE 12 Defendant. Re: Dkt.
48 13 14 The Court has reviewed the Parties' Joint Stipulation of Dismissal, wherein the Parties 15

jointly stipulate to the dismissal with prejudice of Plaintiff's individual claims and to the dismissal
16 without prejudice of Plaintiff's putative class claims.

[Dkt. 48]. The Stipulation is self- 17 effectuating pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii).
Because no class has been certified in this 18 case, and because any dismissal would not affect
putative class members' claims, Rule 23(e) does 19 not mandate either Court approval of the
Parties' settlement or notice to putative class 20 members. See *Titus v. BlueChip Financial*, 786 F.
App'x 694, 695 (9th Cir.

2019) ("Because no 21 class has been certified, Titus is the only plaintiff before the court; once she
has dismissed her 22 claims with prejudice, no other plaintiff can step into her shoes to continue
this legal action."). 23 Accordingly, the Clerk of Court is DIRECTED to terminate this action from
the Court's 24 docket. *Comm. Space Mgmt. Co. v. Boeing Co.*, 193 F.3d 1074, 1077-78 (9th Cir.

1999); see also 25 *Palma v. TK&K Servs.*, No. 1:23-cv-00434-JLT-CDB, 2023 WL 7167632, at *1
(E.D. Cal. Oct. 26 21, 2023) ("In light of the parties' filing that is consistent with Rule 41(a)(1)(A)
(ii) and the Court's 27 finding above that under the circumstances, Rule 23(e) does not require
Court approval of the] Court."). 2 IT IS SO ORDERED. 3 Dated: June 2, 2025 4 ' PETER H.
KANG 5 United States Magistrate Judge 6 7 8 9 10 11 qa 12 13 «14 15 16 Oo Z 18 19 20 21 22 23
24 25 26 27 28