

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

OPINION

Obillo v. i-Health Inc.

PER CURIAM.

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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

