

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
SOUTHERN DIVISION**

CHAVIS PORTER, MELISSA PORTER,)
and CRUMPTON AND ASSOCIATES,)
LLC,)

Plaintiffs,)

v.)

AMERICAN GUARANTEE &)
LIABILITY INSURANCE COMPANY,)

Defendant.)

Case No. 2:12-cv-103-MEF

(WO – Do Not Publish)

ORDER

This cause comes before the Court on Chavis and Melissa Porter’s (the Porters’) Motion for Leave to Amend Complaint (Doc. # 34). The Porters file the instant motion to clarify that their attorneys do not and never intended to represent Crumpton and Associates, LLC (Crumpton), in this litigation. This problem arose due to an error made by the Porters’ attorneys in their first amended complaint, which necessitates a brief explanation.

In an Order issued on May 29, 2012 (Doc. #18), this Court realigned Crumpton as a plaintiff in this case. Subsequently, Randy Myers and Frank H. Hawthorne—attorneys for the Porters—filed the First Amended Complaint of Plaintiffs Chavis and Melissa Porter (Doc. #29). Myers and Hawthorne signed that complaint as “Attorneys for the Plaintiffs,” so they apparently signed on behalf of all plaintiffs in the case, including Crumpton. Consequently, Myers and Hawthorne entered an appearance by mistake on behalf of Crumpton. In order to clear the way for Crumpton’s attorneys to file appropriate pleadings

in this case, Myers and Hawthorne must withdraw from representation of Crumpton.

Given the purpose of this motion and the relief necessary to accomplish it, this Court construes this motion to contain the following two motions: (1) a motion to terminate the representation of Crumpton by Myers and Hawthorne, and (2) a motion for leave to amend the Porters' complaint. As construed, both motions by the Porters are due to be granted.

It is hereby ORDERED that the motions are GRANTED.

Done this the 24th day of September, 2012.

/s/ Mark E. Fuller

UNITED STATES DISTRICT JUDGE