

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

<p><b>VISION BANK,</b></p> <p style="padding-left: 40px;"><b>Plaintiff,</b></p> <p><b>vs.</b></p> <p><b>145, LLC, et al.,</b></p> <p style="padding-left: 40px;"><b>Defendants.</b></p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p><b>CIVIL ACTION NO.: 10-00521-KD-B</b></p>
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**ORDER**

This matter is before the Court on all of the parties’ “Joint Stipulation of *Pro Tanto* Dismissal of Claims by and between Vision Bank and Cynthia Kessler” (Doc. 171). Specifically, the parties stipulate to the dismissal of all of Plaintiff’s claims against Defendant Kessler without prejudice, and the dismissal of Defendant Kessler’s counterclaims against the Plaintiff with prejudice. (*Id.*) Based on the parties’ representations and because the Stipulation is signed by all of the parties who have appeared in this case, the Court construes the Joint Stipulation as one filed pursuant to Rule 41(a)(1)(A)(ii). Accordingly, it is **ORDERED** that Plaintiff Vision Bank’s claims against Defendant Cynthia Kessler are **DISMISSED without prejudice** and Defendant Cynthia Kessler’s counterclaims against Plaintiff Vision Bank is **DISMISSED with prejudice**, and without further order of the Court. Each party shall bear her or its own costs.

**DONE and ORDERED** this the **28<sup>th</sup>** day of **November 2011**.

/s/ Kristi K. DuBose  
**KRISTI K. DUBOSE**  
**UNITED STATES DISTRICT JUDGE**