Delaney Development, Inc. et al v. Essex Insurance Company Doc. 37

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

DELANEY'S DEVELOPMENT, INC.,	)	
***et al.*,**	)	
Plaintiffs,	)	
	)	
v.	)	**CIVIL ACTION NO.: 11-00277-KD-B**
	)	
ESSEX INSURANCE COMPANY,	)	
Defendant.	)	

ORDER

This matter is before the Court on the parties' Rule 41(a)(1)(A)(ii)[1] joint "Stipulation of [Voluntary] Dismissal of Certain Claims" against Defendant Essex Insurance Company. (Doc. 36). Plaintiffs' stipulate that their claims against Defendant Essex for breach of duty of good faith and fair dealing, negligence and bad faith adjusting, are due to be dismissed with prejudice, with each party to bear its own costs and attorney's fees accrued to date. (Id.) The parties specify that "[t]he only remaining claim in this matter is Plaintiffs' claim for breach of contract[]" against Defendant Essex. (Id.) Accordingly, it is **ORDERED** that the Plaintiffs' claims against Defendant Essex Insurance Company for breach of duty of good faith and fair dealing, negligence and bad faith adjusting are **DISMISSED with prejudice;** each party shall bear its own costs and fees as stipulated.

Nothing in this Order shall be construed as dismissing Plaintiffs' claim for breach of contract against Defendant Essex Insurance Company.

DONE and **ORDERED** this the **8th** day of **February 2012.**

/s/ Kristi K. DuBose
KRISTI K. DuBOSE
UNITED STATES DISTRICT JUDGE

[1] The relevant parties jointly filed the Stipulation as to the designated claims, which is signed by counsel for said parties.

Dockets.Justia.com