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8 **UNITED STATES DISTRICT COURT**
 9 **NORTHERN DISTRICT OF CALIFORNIA**

11 MATTHEW C. KILGORE, individually and on)
 behalf of all others similarly situated;)
 12 WILLIAM BRUCE FULLER, individually and)
 on behalf of all others similarly situated;)
 13 KEVIN WILHELMY, individually and on)
 behalf of all others similarly situated,)
 14 Plaintiffs,)

Case No. C08-02958 TEH

**DISMISSAL WITHOUT PREJUDICE OF
 DEFENDANTS STUDENT LOAN XPRESS,
 INC. AND AMERICAN EDUCATION
 SERVICES ONLY**

15 v.)
 16 KEYBANK NATIONAL ASSOCIATION, a)
 national banking association organized under)
 the laws of the United States of America and)
 18 successor in interest to KEYBANK USA, N.A.;)
 KEY EDUCATION RESOURCES, a division)
 19 of KEYBANK, NATIONAL ASSOCIATION;)
 GREAT LAKES EDUCATIONAL LOAN)
 20 SERVICES, INC., a Wisconsin corporation;)
 STUDENT LOAN XPRESS, INC. a Delaware)
 21 corporation; AMERICAN EDUCATION)
 SERVICES, form of entity unknown; DOES)
 22 1-25,)
 23 Defendants.)

1 Plaintiffs Matthew C. Kilgore, William Bruce Fuller and Kevin Wilhelmy hereby dismiss
2 without prejudice only defendants Student Loan Xpress, Inc. and American Education Services. No
3 responsive pleading has been filed to the Second Amended Complaint, and therefore both defendants
4 may be dismissed without stipulation or order. *See* F. Rule Civ. Proc. 41(a)(1)(A).

5 Dated: October 23, 2009

6 Respectfully submitted,

7 **PINNACLE LAW GROUP LLP**



8
9 By: /s/ Kevin F. Rooney

10 Kevin F. Rooney
11 Attorneys for Plaintiffs