

3. Therefore, the Court entered default judgment in favor of Mepco and against Newman on Count II in the amount of \$100,395.95.

4. On January 25, 2013, in open court, the Court approved Mepco's Prove-Up Memorandum for Default Judgment against National Auto Services f/k/a and d/b/a Executive Warranty ("Executive Warranty") on Count I of the Complaint.

5. The Court ruled that Mepco is entitled to its costs and attorney fees, pursuant to the Dealer Agreement because it is the prevailing party.

6. Therefore, the Court entered default judgment in favor of Mepco and against Executive Warranty on Count I in the amount of \$94,923.99.

7. Pursuant to Fed. R. Civ. P. 41(a)(1)(a), Mepco hereby provides the Court with Notice of Voluntary Dismissal with Prejudice Pursuant to Settlement of Count II against Israel Greenbaum, with each party to bear its own fees and costs.

8. Pursuant to Fed. R. Civ. P. 41(a)(1)(a), Mepco hereby provides the Court with Notice of Voluntary Dismissal of Count III of the Complaint, with each party to bear its own fees and costs.

WHEREFORE, Mepco respectfully requests that the Court enter an order of final judgment and close and terminate this case. Mepco will submit a proposed order of final judgment to the Court pursuant to the Court's case management procedures.

Respectfully submitted,

MEPCO FINANCE CORPORATION

By: /s/ Brent M. Ryan
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