

IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF ILLINOIS

BOBBY G. MOORE and DYNNA MOORE,  
Plaintiffs,

v.

R.G. BRINKMANN COMPANY d/b/a BRINKMANN CONSTRUCTORS,  
NEGWER MATERIALS, INC., DURA-STILT SALES LIMITED  
PARTNERSHIP, IAM OF PUERTO RICO, INC., and TOOLS FOR TRADES,  
INC.,  
Defendants.

No. 3:11-CV-208 JPG-PMF

R.G. BRINKMANN COMPANY,  
Crossclaimant and Third-party Plaintiff,

v.

IAM OF PUERTO RICO, INC., TOOLS FOR TRADES, INC., DURA-STILT  
SALES LIMITED PARTNERSHIP, and NEGWER MATERIALS, INC.,  
Crossdefendants,

and

AMERICAN EXTERIOR-INTERIOR SERVICES, INC.,  
Third-party Defendant.

NEGWER MATERIALS, INC.,  
Crossclaimant and Third-party Plaintiff,

v.

IAM OF PUERTO RICO, INC., TOOLS FOR TRADES, INC., and DURA-  
STILT SALES LIMITED PARTNERSHIP,  
Crossdefendants,

and

AMERICAN EXTERIOR-INTERIOR SERVICES, INC.,  
Third-party Defendant.

TOOLS FOR TRADES, INC.,  
Crossclaimant,

v.

IAM OF PUERTO RICO, INC.,  
Crossdefendant.

**MEMORANDUM AND ORDER**

This matter comes before the Court on the Stipulation of Dismissal (Doc. 140) pursuant

to Federal Rule of Civil Procedure 41(a)(1)(A)(ii) signed by all parties who have appeared in this case. Rule 41(a)(1)(A)(ii) allows dismissal by a plaintiff without a court order by filing such a stipulation. Therefore, the Court finds that this action is **DISMISSED with prejudice** and **DIRECTS** the Clerk of Court to enter judgment accordingly. The Court further **FINDS** the settlement of this matter was made in good faith.

**IT IS SO ORDERED.**

**DATED: December 10, 2012**

s/ J. Phil Gilbert  
**J. PHIL GILBERT**  
**DISTRICT JUDGE**