UNITED STATES DISTRICT COURT DISTRICT OF MARYLAND

CASE NO. 8:12-cv-00093-DKC

PATRICK COLLINS, INC.

Plaintiff,

v.

JOHN DOES 1-39,

Defendants.

PLAINTIFF'S NOTICE OF SETTLEMENT AND VOLUNTARY DISMISSAL <u>WITHOUT PREJUDICE OF DOE 11</u> <u>ONLY</u>

PLEASE TAKE NOTICE, Plaintiff has settled this matter with John Doe 11 ("Defendant"). Pursuant to the settlement agreement's terms to which Defendant still has executor obligations, Plaintiff hereby voluntary dismisses Defendant from this action <u>without</u> prejudice. John Doe 11 was assigned the IP Address 68.50.54.102. For the avoidance of doubt, Plaintiff is <u>not</u> voluntarily dismissing any other Defendant.

Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(i) Defendant Doe 11 has neither answered Plaintiff's Complaint nor filed a motion for summary judgment.

Respectfully Submitted,

By <u>/s/ Jon A. Hoppe</u>

Jon A. Hoppe, Esquire #6479 Maddox, Hoppe, Hoofnagle & Hafey, L.L.C. 1401 Mercantile Lane #105 Largo, Maryland 20774 (301) 341-2580

CERTIFICATE OF SERVICE

I hereby certify that on April 2nd, 2012 I electronically filed the foregoing document with the Clerk of the Court using CM/ECF and that service was perfected on all counsel of record and interested parties through this system.

<u>/s/ Jon A. Hoppe</u> Jon A. Hoppe, Esquire