

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION**

ALEXANDRA HIOTAKIS,

Plaintiff,

v.

Case No: 8:23-cv-1389-CEH-AEP

EXPERIAN INFORMATION  
SOLUTIONS, INC.,

Defendant.

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**ORDER**

Before the Court is a Joint Stipulation for Dismissal with Prejudice as to Defendant TD Bank, N.A. (Doc. 48), in which Plaintiff Alexandra Hiotakis and TD Bank jointly stipulate that Plaintiff's claims against TD Bank may be dismissed with prejudice pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii).

Only Plaintiff and TD Bank have signed the stipulation. However, in *City of Jacksonville v. Jacksonville Hosp. Holdings, L.P.*, 82 F.4th 1031, 1038-39 (11th Cir. 2023), the Eleventh Circuit held that "all parties who have appeared" at any point in the action must sign a stipulation of dismissal for it to be effective under Fed. R. Civ. P. 41(a)(1)(A)(ii). Therefore, the Court, being fully advised in the premises, will construe the stipulation as a motion to dismiss pursuant to Fed. R. Civ. P. 41(a)(2) and dismiss Plaintiff's claims against TD Bank, N.A., having found the terms of the stipulation proper. *See* Fed. R. Civ. P. 41(a)(2) ("Except as provided in Rule 41(a)(1), an action may be dismissed at the plaintiff's request only by court order, on terms that the court

considers proper.”); *see also Sanchez v. Disc. Rock & Sand, Inc.*, 84 F.4th 1283, 1292-93 (11th Cir. 2023) (district court properly effected a dismissal when it dismissed a party under rule 41(a)(2) where stipulation of dismissal was not signed by all parties).

Therefore, it is **ORDERED**:

1. Plaintiff’s claims against Defendant TD Bank, N.A. only, are dismissed with prejudice. Each party shall bear its own costs and attorneys’ fees.

**DONE** and **ORDERED** in Tampa, Florida on May 24, 2024.

  
Charlene Edwards Honeywell  
United States District Judge

Copies furnished to:

Counsel of Record  
Unrepresented Parties