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4 UNITED STATES DISTRICT COURT
5 EASTERN DISTRICT OF CALIFORNIA
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7 NAUTILUS INSURANCE COMPANY,

8 Plaintiff,

9 v.

10 ACCESS MEDICAL, LLC; ROBERT
11 CLARK WOOD, II; FLOURNOY
12 MANAGEMENT, LLC; TED SWITZER;
and DOES 1-10, inclusive

13 Defendants.

No. 1:14-cv-01591-GEB-BAM

**ORDER GRANTING PLAINTIFF'S
MOTION FOR VOLUNTARY DISMISSAL
WITHOUT PREJUDICE***

14 Plaintiff moves for an order that effectuates its
15 desire to voluntarily dismiss this declaratory relief action
16 without prejudice under Federal Rule of Civil Procedure ("Rule")
17 41(a)(2). Plaintiff argues this "dismissal . . . will not result
18 in plain legal prejudice to any . . . defendant[] named herein."
19 (Mot. for Voluntary Dismissal 3:1-2, ECF No. 28.)

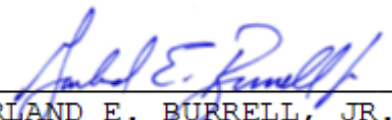
20 A Rule 41(a)(2) motion for voluntarily dismissal "is
21 addressed to the district court's sound discretion." Stevedoring
22 Serv. of Am. v. Armilla Intern. B.V., 889 F.2d 919, 921 (9th Cir.
23 1989). "A district court should grant a motion for voluntary
24 dismissal under Rule 41(a)(2) unless a defendant can show that it
25 will suffer some plain legal prejudice as a result." Smith v.
26 Lenches, 263 F.3d 972, 975 (9th Cir. 2001). "[L]egal prejudice"

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28 * The hearing on February 17, 2015, is vacated since this matter is
suitable for decision without oral argument. E.D. Cal. R. 230(g).

1 means 'prejudice to some legal interest, some legal claim, some
2 legal argument.'" Id. at 976 (quoting Westlands Water Dist. v.
3 United States, 100 F.3d 94, 97 (9th Cir. 1996)).

4 It has not been shown that any Defendant will suffer
5 plain legal prejudice if the motion is granted. Therefore, this
6 action is dismissed without prejudice, and the Clerk of Court
7 shall close the action.

8 Dated: February 12, 2015

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13 GARIAND E. BURRELL, JR.
14 Senior United States District Judge
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