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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

MARIO CUADRA,

Plaintiff,

v.

GEORGE BROWN SPORTS CLUB-PALM,
INC.; GEORGE BROWN SPORTS CLUB,
INC.; JOHNSTON CONTRACTING, INC.;
and DOES 1 to 100, inclusive,

Defendants.

JOHNSTON CONTRACTING, INC., a
California Corporation,

Third-Party Plaintiff,

v.

WILLIAM MCKEAND dba TEC SPEC;
WCM, INC. dba TEC SPEC, a California
corporation and ROES 1 to 50, inclusive,

Third-Party Defendants.

CASE NO.: 1:17-cv-01063-DAD-EPG

**ORDER ON FIRST AMENDED
STIPULATION TO DISMISS,
WITHOUT PREJUDICE, WILLIAM
MCKEAND FROM THE THIRD-
PARTY COMPLAINT OF JOHNSTON
CONTRACTING, INC.**

(ECF No. 62)

On July 19, 2018, the parties filed a First Amended Stipulation to Dismiss, Without Prejudice, William McKeand from the Third-Party Complaint of Johnston Contracting, INC. (ECF No. 67). The Stipulation was signed by all the parties: Defendant/Third-Party Plaintiff

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Johnston Contracting, Inc., Third-Party Defendants William McKeand and WCM, Inc. dba Tec Spec, Plaintiff Mario Cuadra, Defendants George Brown Sports Club, Inc. and George Brown Sports Club Palm, Inc., Third-Party Defendant/Cross-Claim Defendant/Cross-Claim Plaintiff American Specialties, Inc., and Third-Party Defendant/Cross-Claim Plaintiff/Cross-Claim Defendant Kenneth Clark dba Clark Installation. Accordingly, Third-Party William McKeand dba Tec Spec is dismissed from the Third-Party Complaint of Johnston Contracting, INC. without prejudice. *See* Fed. R. Civ. P. 41(a)(1); *Wilson v. City of San Jose*, 111 F.3d 688, 692 (9th Cir. 1997); *Concha v. London*, 62 F.3d 1493, 1506 (9th Cir. 1995).

IT IS SO ORDERED.

Dated: July 19, 2018

/s/ Eric P. Groj
UNITED STATES MAGISTRATE JUDGE