

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA – SACRAMENTO DIVISION**

LORETTA JO POWELL,
WILLIAM T. PIERCE,

Plaintiffs,

v.

FREIGHTLINER TRUCKS, A Division of
Daimler Trucks North America LLC and
FREIGHTLINER OF UTAH, LLC D/B/A
WARNER TRUCK CENTER,

Defendants.

CASE NO. 2:10-cv-02739-MCE-DAD

**ORDER ON STIPULATION FOR DISMISSAL OF PLAINTIFFS' FIRST CAUSE OF
ACTION-BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

Having reviewed the Stipulation of Dismissal for Plaintiffs' First Cause of Action, for-Breach of Implied Warranty of Merchantability, and upon concluding that said good cause exists for the proposed dismissal,.

IT IS HEREBY ORDERED that Plaintiffs' first cause of action, for breach of the implied warranty of merchantability, is dismissed without prejudice as to DAIMLER TRUCKS NORTH AMERICA, LLC, erroneously sued and served as FREIGHTLINER TRUCKS, A Division of Daimler Trucks North America LLC only.

DATE: February 11, 2011



MORRISON C. ENGLAND, JR.
UNITED STATES DISTRICT JUDGE

Agreed to by:

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