

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

HARVEL A. LANDREAUX

CIVIL ACTION

VERSUS

NO. 20-1208

HUNTINGTON INGALLS INC., ET AL.

SECTION "B" (5)

ORDER AND REASONS

Considering Plaintiff's ex parte "Motion to Dismiss with Prejudice" (Rec. Doc. 103),

**IT IS ORDERED** that the motion is **GRANTED**. Plaintiff's claims against Defendants Huntington Ingalls Incorporated (f/k/a Northrop Grumman Shipbuilding, Inc., f/k/a Northrop Grumman Ship Systems, Inc., f/k/a Avondale Industries, Inc) and Lamorak Insurance Company (f/k/a OneBeacon America Insurance Company"), as successor to Commercial Union Insurance Company, are hereby **DISMISSED WITH PREJUDICE**.

Rule 41(a)(2) of the Federal Rules of Civil Procedure provides, in relevant part, after a defendant files an answer or a motion for summary judgment, "an action may be dismissed at the plaintiff's request only by court order, on terms that the court considers proper." Fed. R. Civ. P. 41(a)(2); see *In re FEMA Trailer Formaldehyde Products Liab. Litig.*, 628 F.3d 157, 162 (5th Cir.2010). Voluntary dismissals "should be freely granted," but a plaintiff's request will not be allowed if a non-moving party will suffer some plain legal prejudice. *Elbaor v. Tripath Imaging, Inc.*,

279 F.3d 314, 317 (5th Cir.2002). This Court considers Plaintiff's request to be proper and finds that no remaining defendant will suffer legal prejudice.

New Orleans, Louisiana, this 5th day of October, 2021.

A handwritten signature in black ink, appearing to read "Louis F. Swain", written over a horizontal line.

SENIOR UNITED STATES DISTRICT JUDGE