

RECEIVED

OCT - 3 2019

TONY R. MOORE, CLERK
WESTERN DISTRICT OF LOUISIANA
ALEXANDRIA, LOUISIANA

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
ALEXANDRIA DIVISION

THADDYEUS AARON
DIXON, SR., ET AL.

CASE NO. 18-CV-0133

vs.

JUDGE DRELL

KEATON A. SPURLIN, ET AL.

MAG. JUDGE PEREZ-MONTES

JUDGMENT

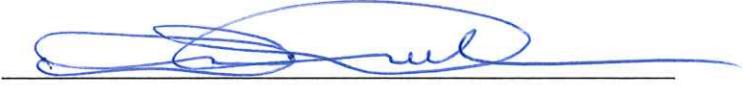
Before the court is the Report and Recommendation of the Magistrate Judge previously filed herein (Doc. 98), as well as Plaintiffs' subsequent "Motion for Leave to File Third Amended and Restated Petition for Damages" in response thereto. (Doc. 100). The Report and Recommendation recommends the partial grant of the underlying "Partial Motion to Dismiss Under Rule 12(B)(6)" filed by Defendant FCA US LLC ("FCA"), dismissing Plaintiffs' non-LPLA claims and their LPLA breach of express warranty claim against FCA. (Doc. 72).

After a de novo review of the record, noting the absence of objection to the Report and Recommendation, and having determined that the findings and recommendations are correct under applicable law, the court adopts the Report and Recommendation, except as it relates to Plaintiffs' LPLA claims for breach of express warranty. The court finds that Plaintiffs' motion for leave to amend should be and is hereby GRANTED. Plaintiffs' proposed third amended complaint includes allegations conforming to the standard applicable to them at this stage of litigation, raising their right to relief "above the speculative level." (Doc. 100-1 at ¶¶ 32-34; *Ashcroft v. Iqbal*, 556 U.S. 662 (2009); *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544 (2007)). Thus, the court declines to adopt the portion of the Report and Recommendation recommending dismissal of Plaintiffs'

Doc. 103

LPLA claims for breach of express warranty, finding that Plaintiffs' recent amendment entitles them to proceed on such claims at this stage of litigation. Given these findings, it is hereby ORDERED that Defendant's "Partial Motion to Dismiss" (Doc. 72) is DENIED in part as to Plaintiffs' LPLA claims and GRANTED in part as to all non-LPLA claims for the reasons stated in the Report and Recommendation, which we find comports with applicable law and jurisprudence and to which we again note no objection was filed.

THUS DONE AND SIGNED this 3rd day of October, 2019 at Alexandria, Louisiana.



DEE D. DRELL, JUDGE
UNITED STATES DISTRICT JUDGE