

**IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA**

BRYAN WILKINSON, et al.,	:	
Plaintiffs	:	
	:	CIVIL ACTION
v.	:	
	:	NO. 09-507
HUFFY CORPORATION, et al.,	:	
Defendants	:	

ORDER

AND NOW, this __11th _____ day of August 2009, it is **ORDERED** that

- All claims against Gerry Baby Products and Gerry Wood Products are **DISMISSED**.
- Defendant Huffly Corporation’s 12(b)(6) Motion to Dismiss Count VI (Breach of Contract) of Plaintiffs’ Complaint (Doc. #11) is **GRANTED**.
- Motion to Dismiss Plaintiffs’ Complaint Pursuant to Fed. R. Civ. Pro. 12(b)(6) by Defendant Evenflo Company, Inc. (Doc. #5), is **GRANTED** in part and **DENIED** in part:
 - the motion is **GRANTED** as to the claims of negligence (Count II), breach of express warranty (Count III), breach of implied warranty (Count IV), failure to warn (Count V), and breach of contract (Count VI)
 - the motion is **DENIED** as to the claim of strict liability (Count I).

s/Anita B. Brody

ANITA B. BRODY, J.

Copies **VIA ECF** on _____ to:

Copies **MAILED** on _____ to: