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**IN THE UNITED STATES DISTRICT COURT**

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**FOR THE DISTRICT OF ARIZONA**

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St. Paul Fire & Marine Insurance  
Company, Charter Oak Fire Insurance  
Company, and Travelers Indemnity  
Company of America,

No. CV-11-1954-PHX-SMM

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Plaintiffs,

**ORDER**

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v.

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Lexington Insurance Company,  
American Home Insurance Company,  
Commerce & Industry Insurance  
Company, and Liberty Mutual Insurance  
Company,

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Defendants.

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Zurich American Insurance Company,

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Cross-Claimant,

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v.

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Ohio Casualty Insurance Company,  
American Safety Indemnity Company,  
Lexington Insurance Company,  
American Home Insurance Company,  
Commerce & Industry Insurance  
Company, and Liberty Mutual Insurance  
Company,

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Cross-Defendants.

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1 American Home Insurance Company and )  
2 Commerce & Industry Insurance )  
3 Company, )  
4 Counter/Cross-Claimants, )  
5 v. )  
6 St. Paul Fire & Marine Insurance )  
7 Company, Charter Oak Fire Insurance )  
8 Company, Travelers Indemnity Company )  
9 of America, Ohio Casualty Insurance )  
10 Company, Maryland Casualty Company, )  
11 Zurich American Insurance Company, )  
12 and American Guarantee & Liability )  
13 Insurance Company, )  
14 Counter/Cross-Defendants. )

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11 Lexington Insurance Company, )  
12 Counter/Cross-Claimant, )  
13 v. )  
14 St. Paul Fire & Marine Insurance )  
15 Company, Charter Oak Fire Insurance )  
16 Company, Travelers Indemnity Company )  
17 of America, Ohio Casualty Insurance )  
18 Company, Maryland Casualty Company, )  
19 Zurich American Insurance Company, )  
20 and American Guarantee & Liability )  
21 Insurance Company, )  
22 Counter/Cross-Defendants. )

21 Before the Court is an unopposed motion for leave to file an amicus brief  
22 submitted by Del Webb Corporation, Del Webb Communities, Inc., Del Webb’s Home  
23 Construction, Inc., and Pulte Homes, Inc. n/k/a PulteGroup, Inc. (collectively “Del  
24 Webb”). (Doc. 389.) Having reviewed the motion, the Court will grant Del Webb the  
25 opportunity to file a brief as amicus curiae.

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1 **Standard of Review**

2 As noted by Del Webb, a district court has broad discretion to permit individuals  
3 or entities to participate in a case as *amici curiae*. Hoptowit v. Ray, 682 F.2d 1237, 1260  
4 (9th Cir.1982), abrogated on other grounds by Sandin v. Conner, 515 U.S. 472, 115 S.Ct.  
5 2293, 132 L.Ed.2d 418 (1995). Though not a party to the case, an *amicus curiae* serves to  
6 provide assistance in a case of general interest, supplement the efforts of counsel in the  
7 case, and draw the court's attention to legal arguments that have escaped consideration.  
8 Miller–Wohl Co. v. Comm'r of Labor and Indus., 694 F.2d 203, 204 (9th Cir.1982); See  
9 Funbus Sys., Inc. v. Cal. Pub. Utils. Comm'n, 801 F.2d 1120, 1125 (9th Cir.1986).

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11 **Discussion**

12 Del Webb contends that it has spent “significant time and energy working with its  
13 additional insurers to develop a mutually agreeable allocation of unreimbursed...defense  
14 costs” to no avail and thus moves the Court to allow Del Webb to file an amicus brief.  
15 (Doc. 389 at 3.) Indeed, the parties have forced the Court to expend vast resources to  
16 decide each party’s duty to defend--a relatively simple legal issue. On August 15, 2014,  
17 almost three years from the Plaintiff’s original complaint (Doc. 1), the Court declared  
18 that all parties remaining in the action had a duty to defend Del Webb in proportion to  
19 their respective policy limits quotients as described by that Order. (Doc. 381 at 13.) In  
20 two separate motions, the parties now move to vacate the Court’s ruling. (Docs. 384;  
21 386.) The parties also submit a tentative settlement agreement to the Court to which all  
22 but one of the parties have agreed. (Doc 386-1.) Thus, despite the Court’s Order and,  
23 evidently, the parties’ subsequent settlement talks, (Docs. 381; 368) the parties continue  
24 to dispute their liability. Meanwhile, Del Webb continues to cover costs it believes one or  
25 more of the providers in this action should pay. Good cause showing,

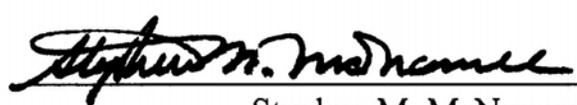
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Accordingly,

**IT IS HEARBY ORDERED GRANTING** Del Webb's Motion for Leave to File Amicus Brief Opposing Efforts to Vacate this Court's Order Dated August 15, 2014. (Doc. 389). Del Webb is granted 21 days from the Order to file its brief. All relevant local rules shall apply.

DATED the 8th of October, 2014.

  
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Stephen M. McNamee  
Senior United States District Judge