

**IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF ARKANSAS  
WESTERN DIVISION**

GeoVera SPECIALTY INSURANCE  
COMPANY

Plaintiff

VS.

GRAHAM ROGERS, ET AL.

Defendants

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NO: 4:08CV00163 SWW

**ORDER**

Plaintiff GeoVera Specialty Insurance Company (“GeoVera”) commenced this action pursuant to the Court’s diversity jurisdiction against Graham Rogers, East Central Arkansas Insurance, Inc. (“ECA”), and Jerry Reeves (“Reeves”). Pursuant to the Eighth Circuit’s mandate entered May 24, 2011, the case is before the Court for resolution of Geovera’s breach of contract claim against Graham Rogers. Additionally, in reply to the Court’s order entered June 6, 2011, Graham Rogers states that it will proceed with its cross-claims against ECA and Reeves and its third-party complaint against GeoVera Specialty Insurance Services, Inc., which were previously dismissed without prejudice as moot.<sup>1</sup> Accordingly, these claims, along with Geovera’s breach

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<sup>1</sup>Regarding the cross-claims against ECA and Reeves, Graham Rogers asserts that Arkansas law recognizes a right to indemnity based on a contract implied by law. Regarding the third-party complaint against GeoVera Specialty Services, Inc., Graham Rogers correctly notes that its third-party complaint seeks indemnity based on a service agreement it entered with the third-party defendant.

of contract claim against Graham Rogers, remain for resolution. The Court will set a new trial date and pretrial deadlines in a separate scheduling order.

The case is also before the Court on GeoVera's unopposed motion to vacate the August 23, 2010 order awarding attorney's fees and costs to Graham Rogers. The motion (docket entry #157) is GRANTED, and the order awarding fees and costs (docket entry #136) is hereby VACATED.

IT IS SO ORDERED THIS 28<sup>TH</sup> DAY OF JUNE, 2011.

/s/Susan Webber Wright

UNITED STATES DISTRICT JUDGE