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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

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11 DOUGLAS HARP, a California resident;  
12 LEADING EDGE TRUCKING, INC., a  
13 California Corporation; CHRIS WEEMS,  
14 a California resident; and RONALD  
15 WEEMS, a California resident,

16 Plaintiffs,

17 v.

18 CONVERIUM INSURANCE INC., a  
19 Nebraska Corporation; FINIAL  
20 REINSURANCE COMPANY, a  
21 Connecticut Corporation; and DOES 1–  
22 100, inclusive,

23 Defendants.

Case No. 5:12-cv-00760-ODW(DTBx)

**ORDER DENYING DEFENDANT'S  
MOTION TO DISMISS AS MOOT  
[10]**

24 On March 27, 2012, Plaintiffs Douglas Harp; Leading Edge Trucking, Inc.;  
25 Chris Weems; and Ronald Weems filed a Complaint alleging claims for breach of the  
26 implied covenant of good faith and fair dealing, breach of contract, and declaratory  
27 relief against Defendants Converium Insurance Inc. and Finial Reinsurance Co. in Los  
28 Angeles Superior Court for the County of Riverside. (*See* ECF No. 1.) On May 10,  
2012, Defendant removed the action to this Court. (*Id.*)

On May 17, 2012, Finial filed a Motion to Dismiss Plaintiff's Complaint. (ECF  
No. 10.) Thereafter, on May 25, 2012, Plaintiff filed a First Amended Complaint as a  
matter of course in compliance with Federal Rule of Civil Procedure 15(a)(1)(B).

1 (ECF. No. 14.) Consequently, the Court **DENIES** Defendant's Motion to Dismiss as  
2 moot. The June 18, 2012 hearing on this matter is **VACATED**, and no appearances  
3 are necessary.

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5 **IT IS SO ORDERED.**

6  
7 May 29, 2012

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11 **HON. OTIS D. WRIGHT, II**  
12 **UNITED STATES DISTRICT JUDGE**