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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA, FRESNO DIVISION

THE RAISIN BARGAINING ASSOCIATION,) Case No. 1:10-CV-00370-OWW-DLB
a nonprofit California cooperative association;)
GLEN S. GOTO, an individual; MONTE)
SCHUTZ, an individual,) **ORDER ON DEFENDANT HARTFORD**
Plaintiffs,) **CASUALTY INSURANCE'S MOTION**
vs.) **TO DISMISS (FRCP 12(b)(6))**
HARTFORD CASUALTY INSURANCE)
COMPANY; and Does 1-30, inclusive,)
Defendants.)

1 Defendant Hartford Casualty Insurance Company's Motion to Dismiss the
2 Complaint (FRCP 12(b)(6)) came on regularly for hearing in the above-entitled Court
3 before the Honorable Oliver W. Wanger on May 17, 2010. Plaintiffs The Raisin
4 Bargaining Association, Glen S. Goto, and Monte Schutz were represented by Wiley R.
5 Driskill of the Law Firm of Campagne & Campagne. Defendant Hartford Casualty
6 Insurance Company was represented by Ann Johnson of Berger Kahn.

7 The Court, having considered the pleadings, evidence, documents, papers
8 and memoranda of points and authorities submitted by the parties, the matter having been
9 argued and submitted, and good cause appearing therefore,

10 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT
11 Defendant Hartford Casualty Insurance Company's Motion to Dismiss is GRANTED in
12 part and DENIED in part as follows:

13 1. Plaintiffs' breach of contract claim and claim for declaratory relief
14 are dismissed, without prejudice;

15 2. Plaintiffs' claim for breach of the implied covenant of good faith and
16 fair dealing is dismissed, with prejudice;

17 3. Plaintiffs' claim for tortuous breach of the implied covenant of good
18 faith and faith dealing is dismissed, without prejudice;

19 4. Plaintiffs' claim for the waiver/estoppel dismissed, with prejudice;

20 5. Plaintiffs' quasi-contract claim is dismissed, without prejudice

21 6. Plaintiffs' quantum meruit claim is dismissed, without prejudice

22 7. Plaintiffs' claim for negligence is dismissed, with prejudice;

23 8. Plaintiffs' statutory claims are dismissed, with prejudice;

24 9. Plaintiffs' claim for breach of oral contract is dismissed without
25 prejudice;

26 10. Plaintiffs' claim for reformation is dismissed, with prejudice; and
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11. Plaintiffs shall file an Amended Complaint within fifteen (15) days of the filing of this order. Defendant shall file a response to the Amended Complaint within fifteen (15) days of receipt of the Amended Complaint.

IT IS SO ORDERED.

Dated: June 2, 2010

/s/ Oliver W. Wanger
UNITED STATES DISTRICT JUDGE