

1 Defendant Hartford Casualty Insurance Company's Motion to Dismiss Plaintiffs'
2 First Amended Complaint came on for noticed hearing in the above-entitled Court before
3 the Honorable Oliver W. Wanger on September 20, 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 & Lerner. Defendant Hartford
6 Casualty Company was represented by Ted A. Smith of the Berger Kahn Law Firm.

7 From the bench following oral arguments, the Court granted the
8 Defendant's motion and dismissed the quasi contract and breach of oral contract causes of
9 action with leave to amend, dismissed the cumis counsel claim without leave to amend,
10 and ordered stricken the Business & Professions Code and fiduciary duty references. The
11 Court invited Plaintiffs' counsel to notify it and the Defendant if Plaintiffs elected not to
12 amend the quasi contact and breach of oral contract claims.

13 The Court subsequently issued its Memorandum Decision on Defendant's
14 Motion to Dismiss FAC (Doc. 21) on September 27, 2010, consistent with the ruling
15 announced at the hearing, although omitting reference to the matters stricken. That
16 decision directed Plaintiffs to lodge a formal proposed order within 5 days.

17 On September 28, 2010, Plaintiffs filed a Notice Re First Amended
18 Complaint, notifying the Court and Hartford that Plaintiffs would not amend the quasi
19 contract and breach of oral contract claims (Doc. 22).

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

23 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

- 24 1. Plaintiffs' quasi-contract claim is DISMISSED, without prejudice;
- 25 2. Plaintiffs' oral contact claim is DISMISSED, without prejudice;
- 26 3. Plaintiffs' "cumis" claim is DISMISSED, with prejudice;
- 27 4. The following matter is stricken from Plaintiffs' First Amended

28 Complaint (Doc 15):

1 In pursuing said wrongful course of conduct as alleged
2 herein, Defendant Hartford was engaged in unfair trade
3 practices, prohibited by the Business and Professions Code of
4 the State of California and other laws prohibiting such
5 conduct. (First Amended Complaint at p. 10, line 28 to p. 11,
6 line 2.)

7 5. The following matter is also stricken from Plaintiffs' First Amended
8 Complaint (Doc 15);

9 The above course of conduct was pursued without due regard
10 for, and in reckless and conscience disregard of, the fiduciary
11 obligations owed Plaintiffs pursuant to the agreements and
12 policies of insurance entered into between Plaintiffs and
13 Defendant Hartford. . (First Amended Complaint at p. 11,
14 lines 3-6.)

15 and

16 6. Pursuant to Plaintiffs' September 28, 2010 Notice Re First Amended
17 Complaint, Defendant shall file an answer to the remainder of Plaintiffs' First Amended
18 Complaint within fifteen (15) days of the filing of this order.

19 **IT IS SO ORDERED.**

20 Dated: October 12, 2010

21 /s/ OLIVER W. WANGER
22 UNITED STATES DISTRICT JUDGE