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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

INTEGON PREFERRED INSURANCE
COMPANY,

Plaintiff,

v.

SHAHID BUTT, individually and doing
business as TRIPLE S COURIER
SERVICE; EXPRESS MESSENGER
SYSTEMS, INC. doing business as
ONTRAC; SUBCONTRACTING
CONCEPTS (CT), LLC; MICHAEL
FERRY; SIKANDERJIT KAUR; STATE
FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY; and
HARTFORD FIRE INSURANCE
COMPANY,

Defendants.

No. 1:17-cv-01302-DAD-EPG

ORDER TO SHOW CAUSE WHY THIS
MATTER SHOULD NOT BE
TRANSFERRED TO THE SACRAMENTO
DIVISION OF THIS COURT

HARTFORD FIRE INSURANCE
COMPANY,

Cross-claimant,

v.

STATE FARM MUTUAL
AUTOMOBILE INSURANCE
COMPANY,

Cross-defendant.

1 This diversity action commenced on September 28, 2017, with the filing of a complaint by
2 plaintiff, seeking to resolve liability issues between it and the named defendants. (Doc. No. 1.)
3 On December 18, 2017, defendant Butt filed a motion to stay this matter pending resolution of a
4 state court proceeding to which it relates. (Doc. No. 26.) All defendants save defendant Ferry
5 have joined in that the motion. (Doc. Nos. 29, 31–33, 35.) Plaintiff Integon Preferred Insurance
6 Company filed an opposition to the motion to stay on January 9, 2018. (Doc. No. 34.) Defendant
7 Butt filed a reply on January 16, 2018. (Doc. No. 36.) The motion was set for hearing before this
8 court on January 23, 2018. (Doc. No. 27.)

9 The complaint in this matter alleges that plaintiff insured three specific vehicles with
10 defendant Butt listed as a driver as of May 2015. (Doc. No. 1 at ¶ 11.) Defendant Butt averred in
11 his insurance application that he did not regularly lease or rent the vehicles to others. (*Id.* at
12 ¶ 12.) Defendant Kaur was driving a van on June 9, 2015 when she was involved in an
13 automobile accident with defendant Ferry in Fairfield, California. (*Id.* at ¶ 20.) A dispute
14 between defendants Kaur and Ferry was settled on February 4, 2016 for the limits of Kaur’s
15 automobile insurance policy from State Farm. (*Id.*) A complaint was subsequently filed by
16 defendant Ferry, which now proceeds in Solano County Superior Court against Express
17 Messenger Systems, Inc., dba OnTrac, Triple S Courier Services, and Subcontracting Concepts
18 (CT), LLC. (*Id.* at ¶ 21.) Plaintiff’s complaint seeks rescission of its contract with defendant
19 Butt for misrepresentations made in the insurance application (*id.* at ¶¶ 24–27) and seeks
20 declaratory relief that it has no duty to indemnify or defend any parties in the state court lawsuit
21 (*id.* at ¶¶ 28–53). It also seeks a declaration of its rights under the California Vehicle Code and
22 reimbursement for any amounts paid. (*Id.* at ¶¶ 54–66.)

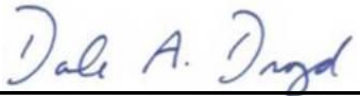
23 Pursuant to Local Rule 120, all actions arising in Solano County shall be commenced in
24 the United States District Court sitting in Sacramento. *See* L.R. 120(d). Further, if the court finds
25 upon its own motion that the action has not been commenced in the proper court in accordance
26 with this rule, the court “may transfer the action to another venue within the District.” L.R.
27 120(f). This case concerns an automobile accident that took place in Fairfield, California, which
28 is a city in Solano County, California, as well as a lawsuit pending in the Solano County Superior

1 Court. Therefore, it appears this matter should be transferred to the Sacramento division of this
2 court. The parties are directed to show cause within **seven (7) days** as to why this action should
3 not be transferred to the Sacramento division of the court. Alternately, the parties may file a
4 stipulation transferring the action to the Sacramento division. *See* L.R. 120(f).

5 The hearing on the motion to stay (Doc. No. 26) is vacated pending resolution of the
6 appropriate venue for this action.

7 IT IS SO ORDERED.

8 Dated: **January 17, 2018**


UNITED STATES DISTRICT JUDGE

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