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 ARCH INSURANCE COMPANY
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9 **UNITED STATES DISTRICT COURT**
 10 **EASTERN DISTRICT OF CALIFORNIA - SACRAMENTO DIVISION**
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12 ARCH INSURANCE COMPANY, a
 Missouri corporation,

13 Plaintiff,

14 v.

15 SIERRA EQUIPMENT RENTAL, INC., a
 16 California corporation; MELVIN R.
 WEIR, an individual; CAROLYN S.
 17 SCAROLA, as trustee of the Dry Creek
 Ranches Trust; CAROLYN S. SCAROLA,
 18 an individual,

19 Defendants.

Case No. 2:12-cv-00617-KJM-KJN

**ORDER GRANTING ARCH INSURANCE
 COMPANY'S EX PARTE APPLICATION FOR
 TEMPORARY PROTECTIVE ORDER AND
 ORDER SHORTENING TIME ON
 APPLICATION FOR A RIGHT TO ATTACH
 ORDER AND WRITS OF ATTACHMENT
 AGAINST DEFENDANTS SIERRA
 EQUIPMENT RENTAL, INC., WEIR, AND
 SCAROLA**

Date: April 12, 2012 ____
 Time: 3:30 p.m. ____
 Room: Courtroom Three ____

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1 The Court considers the Ex Parte Application for Right to Attach Order and Writs of
2 Attachment against Defendants Sierra Equipment Rental, Inc., Weir, and Scarola, or In The
3 Alternative, for Temporary Protective Order of plaintiff Arch Insurance Company ("Arch") and
4 directed to defendants Sierra Equipment Rental, Inc., Melvin R. Weir, and Carolyn S. Scarola as
5 trustee of the Dry Creek Ranches Trust (collectively, "Defendants").

6 **FINDINGS ON APPLICATION FOR ATTACHMENT**

7 Having considered the papers, and any argument as the Court deems necessary, the Court
8 hereby finds as follows:

9 1. Sierra Equipment Rental, Inc. is a corporation, Melvin R. Weir is a natural person,
10 and Carolyn S. Scarola is a natural person but is sued in her capacity as trustee of the Dry Creek
11 Ranches Trust.

12 2. Attachment is sought to secure recovery on a claim upon which attachment may
13 issue pursuant to California Code of Civil Procedure section 483.010.

14 3. Attachment is sought for no purpose other than the recovery on a claim upon
15 which the attachment is based.

16 4. The amount to be secured by the attachment is greater than zero.

17 5. Arch established the probable validity of all the claims on which the writ of
18 attachment would issue.

19 6. Great and irreparable injury to Arch will result if this order is not issued, based on
20 danger that the property sought to be attached will be concealed or made unavailable to levy by
21 other than concealment or substantial impairment in value.

22 7. The requirements of Code of Civil Procedure section 485.220 are satisfied, but a
23 temporary protective order should issue instead of an ex parte right to attach order and order for
24 issuance of writ of attachment.

25 8. Arch must file an undertaking in the amount of \$10,000.00 before a protective
26 order will issue, and Arch has filed an undertaking in that amount.

27 **ORDER**

28 Based on the above findings, and good cause appearing, the Court hereby orders that the

1 following:

2 1. The Court will hear Arch's Application for Right to Attach Order and Writs of
3 Attachment against Defendants Sierra Equipment Rental, Inc., Weir, and Scarola on April 12,
4 2012 at 3:30 p.m. in Courtroom Three, and any opposition thereto shall be filed by April 10, 2012
5 by 4:30 p.m.

6 2. The affected parties have the right to apply to the Court for modification or dissolution
7 on two (2) days' notice or such shorter notice as the Court may allow.

8 3. For 40 days after the issuance of this Order, or until Arch levies attachment on the
9 specific property, Defendants shall not transfer, directly or indirectly, any interest in the property
10 described as follows:

11 **I. Sierra Equipment Rental, Inc.**

12 a. All of Sierra Equipment Rental, Inc.'s corporate property, which is subject
13 to attachment pursuant to subdivision (a) of Code of Civil Procedure section 487.010.

14 b. All of Sierra Equipment Rental, Inc.'s corporate property in the hands of its
15 former officer, Karrie Kindell.

16 **II. Melvin R. Weir**

17 a. Any and all interests held in accounts receivable, chattel paper, and general
18 intangibles arising out of conduct of a trade, business, or profession, except any such claim with a
19 principal balance of less than one hundred fifty dollars (\$150.00).

20 b. Any and all interests held in equipment.

21 c. Any and all interests held in farm products

22 d. Any and all interests held in inventory.

23 e. Any and all interests held in money on the premises where a trade, business
24 or profession is conducted by the defendant and, except for the first one thousand dollars
25 (\$1,000), money located elsewhere than on such premises and deposit accounts.

26 f. Any and all interests held by the defendant in community property that
27 would be subject to enforcement of judgment in this lawsuit.

28 g. Any and all interests in real property, except leasehold estates with

1 unexpired terms of less than one year.

2 h. Negotiable documents of title, instruments, securities.

3 i. Any and all right, title and interest in any monies due or to become due
4 under any policy of insurance, including, but not limited to, claims under any policy of insurance,
5 including builder's risk, fire, employee dishonesty or workers' compensation insurance policies,
6 and any premium refunds related thereto.

7 **III. Carolyn S. Scarola, as trustee of the Dry Creek Ranches Trust**

8 a. Any and all interests held in accounts receivable, chattel paper, and general
9 intangibles arising out of conduct of a trade, business, or profession, except any such claim with a
10 principal balance of less than one hundred fifty dollars (\$150.00).

11 b. Any and all interests held in equipment.

12 c. Any and all interests held in farm products

13 d. Any and all interests held in inventory.

14 e. Any and all interests held in money on the premises where a trade, business
15 or profession is conducted by the defendant and, except for the first one thousand dollars
16 (\$1,000), money located elsewhere than on such premises and deposit accounts.

17 f. Any and all interests held by the defendant in community property that
18 would be subject to enforcement of judgment in this lawsuit.

19 g. Any and all interests in real property, except leasehold estates with
20 unexpired terms of less than one year, including, but not limited to:

- 21 • APN 040-570-022: Durham Dayton Highway at CA 99, Durham, CA
- 22 95938, County of Butte, California
- 23 • APN 019-05-0-030-9-0: 8176 County Road 44, 2281 Highway 45,
- 24 Glenn, CA 95943, County of Glenn, California

25 h. Negotiable documents of title, instruments, securities.

26 i. Any and all right, title and interest in any monies due or to become due
27 under any policy of insurance, including, but not limited to, claims under any policy of insurance,
28 including builder's risk, fire, employee dishonesty or workers' compensation insurance policies,

1 and any premium refunds related thereto.

2 **IT IS SO ORDERED.**

3 Dated: April 3, 2012.

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6 UNITED STATES DISTRICT JUDGE
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