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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,
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 Plaintiff,
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 v.
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 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,
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 Defendants.

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

**ORDER GRANTING ARCH INSURANCE
 COMPANY'S APPLICATION FOR RIGHT
 TO ATTACH ORDER AND WRITS OF
 ATTACHMENT AGAINST DEFENDANTS
 SIERRA EQUIPMENT RENTAL, INC.,
 WEIR, AND SCAROLA**

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1 The Court is in receipt of the application for right to attach order and order for issuance of
2 writ of attachment by plaintiff Arch Insurance Company ("Arch") on property of defendants
3 Sierra Equipment Rental, Inc., Melvin R. Weir, and Carolyn S. Scarola as trustee of the Dry
4 Creek Ranches Trust (collectively, "Defendants").

5 **FINDINGS ON APPLICATION FOR ATTACHMENT**

6 Having considered Arch's moving paper and oral argument at the hearing, the Court
7 hereby finds as follows:

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

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

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

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

16 **ORDER**

17 Based on the above findings, and good cause appearing therefore, the Court hereby orders:

18 1. Arch has a right to attach property of Defendants in the amount of
19 \$1,661,980.

20 2. Arch has filed an undertaking in the amount of \$10,000.

21 3. The Clerk shall issue writs of attachment in the amount of \$1,661,980 for
22 the property of Defendants subject to attachment under California Code of Civil Procedure
23 section 487.010, described as follows:
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1 **I. Sierra Equipment Rental, Inc.**

2 a. All of Sierra's corporate property, which is subject to attachment pursuant
3 to subdivision (a) of Code of Civil Procedure section 487.010.

4 b. All of Sierra's corporate property in the hands of its former officer, Karrie
5 Kindell.

6 **II. Melvin R. Weir**

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

10 b. Any and all interests held in equipment.

11 c. Any and all interests held in farm products.

12 d. Any and all interests held in inventory.

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

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

18 g. Any and all interests in real property, except leasehold estates with
19 unexpired terms of less than one year.

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

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

25 **III. Weir Limited Exemption**

26 Weir shall be entitled to a personal living expenses exemption in the amount of \$3,020 per
27 month for amounts deposited in Bank of America checking account - account number XXXXX-
28 X2250 ("BofA Personal Account").

1 **IV. Exempt Funds**

2 As of April 27, 2012, Weir's Bank of America account – account number
3 XXXXX-X2201 consists of \$12,000 in exempt social security funds and those funds are exempt
4 from attachment.

5 **V. Carolyn S. Scarola, as trustee of the Dry Creek Ranches Trust**

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

9 b. Any and all interests held in equipment.

10 c. Any and all interests held in farm products

11 d. Any and all interests held in inventory.

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

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

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

- 19 • APN 040-570-022: Durham Dayton Highway at CA 99, Durham, CA
20 95938, County of Butte, California
21 • APN 019-05-0-030-9-0: 8176 County Road 44, 2281 Highway 45,
22 Glenn, CA 95943, County of Glenn, California

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

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

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IT IS SO ORDERED.

Dated: May 17, 2012


UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:

Dated: May 10, 2012

WATT, TIEDER, HOFFAR
& FITZGERALD, L.L.P.

By: /s/ Andrew Van Ornum
Bennett J. Lee
Andrew Van Ornum
Andrew J. Ramos
Attorneys for Plaintiff
ARCH INSURANCE COMPANY

Dated: May 10, 2012

PINNACLE LAW GROUP, L.L.P.

By: /s/ Kevin F. Rooney
(Original authorization retained by
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Matthew J. Shier
Kevin F. Rooney
Attorneys for Defendants
SIERRA EQUIPMENT RENTAL, INC.,
MELVIN R. WEIR

Dated: May 10, 2012

KORNFIELD, NYBERG, BENDES &
KUHNER, P.C.

By: /s/ Chris D. Kuhner
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CAROLYN S. SCAROLA, AS TRUSTEE
OF THE DRY CREEK RANCHES
TRUST