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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

LIBERTY MUTUAL INSURANCE  
COMPANY; SAFECO INSURANCE  
COMPANY OF AMERICA,

Plaintiffs,

v.

DANIEL E. HIMICK and KAREN A.  
HIMICK as individuals; DANIEL E.  
HIMICK and KAREN A. HIMICK as  
trustees of the HIMICK FAMILY TRUST;  
and DOES 1–50, inclusive,

Defendants.

No. 2:15-cv-00683-TLN-AC

**ORDER**

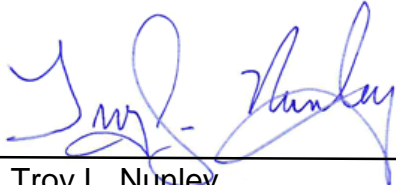
On May 5, 2016, the Court held a hearing on Plaintiff Liberty Mutual Insurance Company and Safeco Insurance Company of America’s (“Plaintiffs”) Application for a Right to Attach Order and Order for Issuance of Writ of Attachment. At the hearing, the Court found the requirements for attachment under the California Code of Civil Procedure had been met, including: (1) the claim upon which the attachment is based is one upon which attachment may issue; (2) Plaintiffs had established the probable validity of the claim upon which the attachment was based; (3) attachment was not sought for a purpose other than recovery on the claim upon which the attachment was based; and (4) the amount to be secured by attachment was greater than zero. Cal. Code Civ. Proc. § 484.090.

1 The Court granted Defendants Daniel and Karen Himick's, individually and on behalf of  
2 the Himick Family Trust, (collectively "Defendants") request to provide supplemental briefing on  
3 the amount of the undertaking. *See* Cal. Code Civ. Proc. § 489.220. The parties have filed  
4 supplemental briefing. (ECF Nos. 20 & 21.) Therein, Defendants request that the amount of the  
5 undertaking equal the amount sought to be attached: \$6,196,058.47. However, except for  
6 restating Cal. Code Civ. Proc. § 489.220 itself, Defendants do not provide legal authority or cite  
7 to specific evidence that demonstrates this amount is appropriate. Defendants make no specific  
8 argument to support an objection that "the probable recovery for wrongful attachment" exceeds  
9 the default amount of \$10,000. § 489.220(b). Therefore, the Court adheres to this default of  
10 \$10,000 as the amount of the undertaking. § 489.220(a). In consideration of the arguments set  
11 forth at the hearing and the briefing in this matter (ECF Nos. 7, 12, 14, 20, 21), the Court  
12 **HEREBY ORDERS:**

- 13 • Plaintiffs have the right to attach Defendants' property in the amount of  
14 \$6,196,058.47.<sup>1</sup> Cal. Code Civ. Proc. § 483.015(a).
- 15 • The writ of attachment shall be issued upon the filing of an undertaking in the amount  
16 of \$10,000. Cal. Code Civ. Proc. § 489.220(a).
- 17 • The writ of attachment shall be issued for property of Defendants who are natural  
18 persons, subject to attachment under Cal. Code Civ. Proc. § 487.010. Said property is  
19 described at ECF No. 7-1, Attachment "A".
- 20 • Defendants shall transfer to the levying officer possession of: (1) any documentary  
21 evidence in Defendants' position of title to property described in Attachment "A"; and  
22 (2) the property in Defendants' possession, as described in Attachment "A".

23 **IT IS SO ORDERED.**

24 Dated: June 6, 2016

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Troy L. Nunley  
United States District Judge

27 <sup>1</sup> According to Plaintiffs, this amount represents a portion of funds provided by Plaintiffs to CC Myers Inc.,  
28 which CC Myers Inc. used to pay suppliers and subcontractors on specific joint venture bonded projects as of March  
31, 2015. (ECF No. 7-4 at 6.)