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7 Attorneys for Defendant, WESTCHESTER SURPLUS  
 8 LINES INSURANCE COMPANY

9 UNITED STATES DISTRICT COURT  
 10 NORTHERN DISTRICT OF CALIFORNIA  
 11 SAN FRANCISCO

13 SIERRA BAY CONTRACTORS, INC., )  
 14 A California Corporation, )

15 Plaintiff, )

16 vs. )

17 WESTCHESTER SURPLUS LINES )  
 18 INSURANCE COMPANY, a Georgia )  
 19 corporation, and DOES 1 through 50, )  
 inclusive, )

20 Defendants. )  
 21 )  
 22 )

CASE NO.: 3:10-cv-04611-RS

[PROPOSED] ORDER GRANTING  
 DEFENDANT, WESTCHESTER SURPLUS  
 LINES INSURANCE COMPANY, LEAVE  
 TO FILE A THIRD-PARTY COMPLAINT

Judge: Honorable Richard Seeborg

23 Counsel for Defendant, Westchester Surplus Lines Insurance Company

24 (“WESTCHESTER”), submitted to this Court the “Stipulated Request That Defendant,  
 25 Westchester Surplus Lines Insurance Company, Be Granted Leave To File A Third-Party  
 26 Complaint Pursuant to F.R.C.P. 14” (the “Stipulated Request”).

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1 As set forth in the Stipulated Request, it is plaintiff, Sierra Bay Contractors, Inc.'s ("SIERRA  
2 BAY"), contention in this action that WESTCHESTER has a duty to defend and indemnify SIERRA  
3 BAY against the claims and demands being asserted against SIERRA BAY in two ongoing  
4 underlying actions (the "Underlying Actions"). Furthermore, it is WESTCHESTER's contention  
5 that certain insurance carriers have a duty to defend SIERRA BAY in the Underlying Actions as  
6 their additional insured. More specifically, it is WESTCHESTER's contention that each said  
7 insurance carrier is or may be liable to WESTCHESTER for all or part of SIERRA BAY's claims  
8 against WESTCHESTER in this action.

9 WESTCHESTER now seeks leave to file the "Westchester Surplus Lines Insurance  
10 Company's Third-Party Complaint For: (1) Declaratory Relief; (2) Equitable Contribution; and  
11 (3) Equitable Subrogation" (the "WESTCHESTER Third-Party Complaint") pursuant to Federal  
12 Rule of Civil Procedure 14 as to those insurance carriers whom WESTCHESTER contends have a  
13 duty to defend SIERRA BAY in the Underlying Actions as their additional insured.

14 After consideration of the Stipulated Request and the proposed WESTCHESTER Third-  
15 Party Complaint attached as exhibit "A" thereto, the Court orders as follows:

16 WESTCHESTER is hereby granted leave pursuant to Federal Rule of Civil Procedure 14  
17 to file the "Westchester Surplus Lines Insurance Company's Third-Party Complaint For:  
18 (1) Declaratory Relief; (2) Equitable Contribution; and (3) Equitable Subrogation" attached as  
19 exhibit "A" to the Stipulated Request.

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21 **IT IS SO ORDERED.**

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23 Date: 3/21, 2011

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By:



HONORABLE RICHARD SEEBORG  
United States Judge  
United States District Court, Northern  
District of California