

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Canal Insurance Company,

Plaintiff,

v.

Civil No. 08-439 (JNE/RLE)
ORDER

Kwik Kargo, Inc. Trucking,
Clear Lake Enterprises, LLC, and
Matthew Anderson,

Defendants.

Canal Insurance Company (Canal) seeks recovery for payments it made to settle a lawsuit arising out of an accident in Mississippi involving a truck driven by an employee of Kwik Kargo, Inc. Trucking (Kwik Kargo). In an Order dated April 21, 2009, the Court granted Canal's motion for summary judgment on the issue of Kwik Kargo's liability to Canal under a "Form MCS-90 Endorsement" to an insurance contract between Canal and Kwik Kargo. The Court denied Canal's motion insofar as Canal sought to impose liability on Clear Lake Enterprises, LLC (Clear Lake), the owner/lessor of the truck.

Clear Lake sought dismissal of all claims against it in its response to Canal's motion, but the Court declined to dismiss Canal's claims against Clear Lake at that time because Clear Lake's request was untimely and did not comply with the Local Rules. Instead, the Court ordered Canal to show cause, on or before May 22, 2009, why summary judgment should not be granted with respect to Clear Lake's non-liability. The Court stated that if Canal made no argument or was unable to show cause, the Court would dismiss Canal's claims against Clear Lake. The May 22 deadline has passed, and Canal has not made any such argument. Accordingly, the Court grants summary judgment on the issue of Clear Lake's non-liability to Canal and dismisses with prejudice Canal's claims against Clear Lake.

Based on the files, records, and proceedings herein, and for the reasons stated above, IT

IS ORDERED THAT:

1. Canal's Amended Complaint [Docket No. 33] is DISMISSED WITH PREJUDICE insofar as it asserts claims against Clear Lake.

Dated: June 4, 2009

s/ Joan N. Ericksen
JOAN N. ERICKSEN
United States District Judge