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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

EVEREST INDEMNITY INSURANCE CO., )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 AVENTINE-TRAMONTI HOMEOWNERS )  
 ASS'N et al., )  
 )  
 Defendants. )  
 \_\_\_\_\_ )

2:09-cv-01672-RCJ-RJJ

**ORDER**

This is an interpleader action arising out of claims and potential claims by approximately sixty Defendants against Plaintiff Everest Indemnity Insurance Co. (“Everest”). The Court has granted Everest’s motion for summary judgment against the Counterclaim of Rising Sun Plumbing, LLC (“Rising Sun”) but has denied Everest’s motion for sanctions against Rising Sun pursuant to Rule 11 for having brought the Counterclaim. The Court ruled that Everest’s duty to defend Rising Sun (and its other insureds) was discharged via Everest’s interpleader of the full amount remaining under the “burning limits” policy, and that the insureds need have applied to the Court to reach those funds for their defenses while any amount of the funds was still remaining. Rising Sun has asked the Court to reconsider. The motion includes no new facts or law but simply reargues the issues. The Court declines to reconsider.

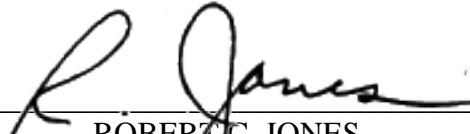
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1 **CONCLUSION**

2 IT IS HEREBY ORDERED that the Motion to Reconsider (ECF No. 329) is DENIED.

3 IT IS SO ORDERED.

4 DATED this 11th day of May, 2012.

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7 ROBERT C. JONES  
8 United States District Judge  
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