



1 independent of the remaining claims; whether future developments in the case might moot the  
2 appeal; and whether delay in the entry of the judgment would cause financial harm.

3 *Id.* at 878-82. I also evaluate the equities. *Id.* at 878. “Analyzing a Rule 54(b) judgment requires  
4 a pragmatic approach with focus on severability and efficient judicial administration.” *S.E.C. v.*  
5 *Platforms Wireless Int’l Corp.*, 617 F.3d 1072, 1084 (9th Cir. 2010) (quotation omitted).

6 Here, I entered two orders finally disposing of Agate’s claims against Jaynes and Western.  
7 ECF Nos. 149, 159. Agate has no other claims remaining in the case against any party nor is it a  
8 defendant to any claims, counterclaims, or third party claims in the case. Accordingly, all claims  
9 have been finally resolved as to Agate in this multi-party, multi-claim case.

10 Certification of my prior ruling in Agate’s favor would not result in unnecessary appellate  
11 review because Agate’s claims against Jaynes and Western are independent of the remaining  
12 claims between Jaynes and Western and third party defendants American Steel and Ohio  
13 Casualty. The question of whether Agate is entitled to payment under Jaynes’ Miller Act bond is  
14 legally and factually separate from whether American Steel must indemnify Jaynes. Although the  
15 claims are related in that they arise out of the same construction project and will impact who  
16 ultimately will bear financial responsibility for payment to Agate, the legal issues and the factual  
17 disputes remaining have no impact on whether Agate is entitled to payment. Consequently, an  
18 appellate court will not have to decide the same issues more than once even if there are  
19 subsequent appeals. The only judicial efficiency factor weighing against certification is that if  
20 American Steel must indemnify Jaynes, that potentially would moot an appeal by Jaynes.  
21 However, all other factors favor certification, including that a further delay in payment of the  
22 judgment is contrary to the Miller Act’s purpose of ensuring timely payment to sub-  
23 subcontractors like Agate.

24 Viewing the equities, there is no just reason to delay entering judgment. Agate has been  
25 awaiting payment for several years. It should not have to wait any longer while Jaynes and  
26 Western on the one hand, and American Steel and Ohio Casualty on the other, resolve disputes  
27 between them. Jaynes’ Miller Act bond was obtained for the purpose of ensuring payment to sub-  
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1 subcontractors like Agate who perform work on the project. Withholding that payment while  
2 Jaynes pursues possible indemnification would require Agate to wait for resolution of a dispute in  
3 which it has no participation. I understand Jaynes and Western's desire to avoid paying if in fact  
4 it turns out that American Steel or Ohio Casualty must indemnify Jaynes. But as stated in my  
5 prior order, there is no genuine dispute that Jaynes and Western are liable to Agate. Whether  
6 Jaynes can later obtain indemnification from other parties is a separate issue that should not delay  
7 recovery by Agate.

8 IT IS THEREFORE ORDERED that Plaintiff Agate Steel, Inc.'s motion for entry of  
9 judgment (**ECF No. 161**) is **GRANTED**. The clerk of court shall enter judgment in favor of  
10 plaintiff Agate Steel, Inc. and against defendants Jaynes Corporation and Western Surety  
11 Company in the amount of \$126,907.00 plus post-judgment interest at the statutory rate running  
12 from the date of the judgment until paid.

13 DATED this 20<sup>th</sup> day of July, 2016.

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16 ANDREW P. GORDON  
17 UNITED STATES DISTRICT JUDGE  
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