

UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF TEXAS
 CORPUS CHRISTI DIVISION

ESSEX INSURANCE COMPANY,	§	
	§	
Plaintiff,	§	
VS.	§	CIVIL ACTION NO. C-08-125
	§	
JACKIE HINES, <i>et al</i> ,	§	
	§	
Defendants.	§	


ORDER

On July 24, 2008, the Court held an initial pretrial and scheduling conference in the above-styled action. At that conference, Defendant Jackie Hines issued a clarification regarding her request for coverage from Plaintiff Essex Insurance Company (“Essex”), with regard to the underlying Texas state court lawsuit Robert Childers and Kathryn Childers v. Jackie Hines, Cause No. 07-60038-2, County Court at Law No. 2, Nueces County, Texas. Specifically, Ms. Hines indicated that she is solely requesting coverage with regard to Mr. and Ms. Childers’ claim for negligence in the underlying lawsuit. Ms. Hines is not requesting coverage for the Childers’ remaining claims against Ms. Hines in the underlying lawsuit.¹ Whether or not Essex has a duty to defend Ms. Hines on the Childers’ claim for negligence will determine whether Essex has a duty to defend Ms. Hines in the underlying lawsuit as a whole, because “[a]n insurer is obligated to defend an insured as long as the complaint alleges at least one cause of action within the

¹ In the underlying lawsuit, Mr. and Ms. Childers bring the following claims against Ms. Hines: (1) breach of contract; (2) common law fraud; (3) statutory fraud; (4) fraud in a real estate transaction; (5) negligence; (6) gross negligence (for exemplary damages); and (7) various violations of the Texas Deceptive Trade Practices Act (“DTPA”).

policy's coverage." Canutillo Indep. Sch. Dist. v. Nat'l Union Fire Ins. Co. of Pittsburgh, Pa., 99 F.3d 695, 701 (5th Cir. 1996) (emphasis added).

SIGNED and ORDERED this 25th day of July, 2008.



Janis Graham Jack
United States District Judge