

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
CALIFORNIA

Balcal Construction, Inc. v. Berkley Assurance Company

Balcal Construction · No. 25-cv-02997-RFL · Decided May 16, 2025

OPINION

Balcal Construction, Inc. v. Berkley Assurance Company

PER CURIAM.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

BALCAL CONSTRUCTION, INC., Case No. 25-cv-02997-RFL Plaintiff,

ORDER GRANTING IN PART AND

Vv. DENYING IN PART MOTION TO

DISMISS

BERKLEY ASSURANCE COMPANY, et

al., Re: Dkt. No. 7 Defendants. The Court finds the matter suitable for determination without oral argument under Civil Local Rule 7-1(b), and the hearing set for June 3, 2025 is VACATED. In light of Plaintiff's non-opposition (Dkt. No. 19), Berkley Assurance Company's Motion to Dismiss (Dkt. No. 7) is GRANTED as to the claims against Verus Specialty Insurance, and Verus is dismissed from the action. The motion is DENIED to the extent it seeks dismissal of the request for punitive damages against Berkeley Assurance, because "requests for punitive damages provide no basis for dismissal under Rule 12(b)(6)." Apple, Inc. v. Starr Surplus Lines Ins. Co., No. 24-cv-03738- RFL, 2024 WL 4834424, at *1 (N.D. Cal. Nov. 18, 2024) (quoting Muldoon v. DePuy Orthopaedics, Inc., No. 15-cv-02723-PJH, 2024 WL 3522204, at *15 (N.D. Cal. July 23, 2024)). The order to show cause (Dkt. No. 18) is DISCHARGED. IT IS SO ORDERED. Dated: May 16, 2025 EE

RITA F. LIN

United States District Judge