

CAUSE NO. 14-15041

RINGLER INSURANCE AGENCY, INC.	§	IN THE 116 TH
Plaintiff,	§	
	§	
V.	§	DISTRICT COURT
	§	
ACE AMERICAN INSURANCE	§	
COMPANY, ET AL.	§	
Defendant	§	DALLAS COUNTY, TEXAS

ORDER ON DEFENDANTS ACE EUROPEAN GROUP LIMITED'S AND ARK SYNDICATE
MANAGEMENT LIMITED'S RULE 91A MOTION TO DISMISS
AND MOTION TO DISMISS OR STAY

Came on to be heard on the 5th day of June 2015, the Rule 91a Motion to Dismiss and Special Exceptions (“Rule 91a Motion to Dismiss”) and Motion to Dismiss or Stay (“Motion to Dismiss”) filed by Defendants Ace European Group Limited (“Ace European”) and Ark Syndicate Management Limited (“Ark”). After considering the motions, responses, replies, supplemental evidence, arguments of counsel, and pleadings,¹ the Court finds and rules as follows:

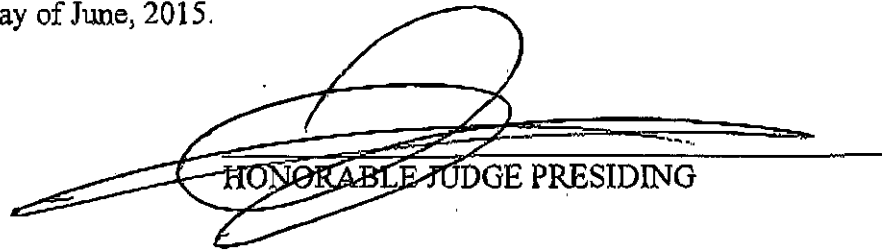
- a. There is no basis in law or fact for a declaratory judgment action against ACE European and Ark seeking a declaration of Plaintiff’s non-liability (direct or vicarious) “for any damages suffered by Defendants Ace European and Ark stemming from Woodyard’s and Ringler Associates North Texas’ misappropriation of money provided by Defendants ACE Europe [sic] and Ark”
- b. Defendants’ Rule 91a Motion to Dismiss is hereby GRANTED.
- c. Ace European and Ark, as the prevailing parties on the Rule 91a Motion to Dismiss, are entitled to \$7,500 as reasonable and necessary attorneys’ fees incurred in pursuing dismissal of the challenged claim.

¹ As to the Rule 91a Motion to Dismiss, the Court limited its consideration to those materials permitted by Rules 91a.1, 91a.6, and 91a.7 of the Texas Rules of Civil Procedure.

Alternatively, Defendants' Motion to Dismiss based upon the doctrine of forum non
conveniens is also GRANTED.

IT IS THEREFORE ORDERED that Plaintiff's declaratory judgment action against
Defendants ACE European and Ark is dismissed under Rule 91a or, alternatively, based upon the
forum non conveniens doctrine.

SIGNED this 16th day of June, 2015.



HONORABLE JUDGE PRESIDING