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5	Attorneys for Plaintiff ALLIED PROFESSIONALS INSURANCE COMPANY		
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7	UNITED STATES DISTRICT COUDT		
8	UNITED STATES DISTRICT COURT		
9	FOR THE CENTRAL DISTRICT OF CALIFORNIA		
10 11	ALLIED PROFESSIONALS INSURANCE ) Case No. CV 10-0414 AG (MLGx) JUDGMENT		
12	Plaintiff,		
13	v. )		
14	JOANNE KONG, an individual		
15	Defendant.		
16	/		
17	THE COURT HEREBY ENTERS THE FOLLOWING JUDGMENT:		
18	Final judgment is entered herewith in favor of Allied Professionals Insurance Company,		
19	and against Kong, making the following February 18, 2010 Decision of Arbitrator the judgment		
20	of this Court:		
21	1. Allied Professionals Insurance Company's denial of insurance coverage to its		
22	insured, Patricia Costello was justified based on the facts and law adduced in this		
23	arbitration. Arbitrator finds that the nature and extent of the health care treatment		
24	given Joanne Kong by Patricia Costello falls outside the nature, scope and ambit of		
25	the insurance coverage set forth in the Allied Professionals Insurance Company		
26	policy issued to Ms. Costello. Hence, the health care treatment rendered by		
27	Costello to Kong is excluded by the terms of Costello's insurance policy with		
28	Allied Professionals Insurance Company.		
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1	2.	Neither Patricia Costello, nor her assignee, Joanne Kong, have any coverage under
2		the Allied Professionals Insurance Company policy which is the subject of the
3		dispute in this arbitration.
4	3.	The settlement of Ms. Kong's claim with Ms. Costello and the subsequent
5		assignment by Ms. Costello to Ms. Kong of Costello's rights, claims and
6		obligations against Allied Professionals Insurance Company was done in bad faith
7		and is collusive. Moreover, the amount sought by Kong in the judgment against
8		Costello, to wit, \$1,150,000, is grossly disproportionate to the reasonable range of
9		recoverable damages emanating from the injuries sustained by Ms. Kong.
10	4.	Ms. Kong deigned not to file or prosecute a counter claim in this matter and for
11		that reason any ruling from the arbitrator concerning Allied Professionals
12		Insurance Company's obligation to pay damages to Kong is moot.
13	5.	The parties shall bear their own fees and costs.
14		IT IS SO ORDERED.
15	DATED:	November 10, 2010
16		The Honorable Andrew Cuilford
17		The Honorable Andrew Guilford
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