

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

HARTFORD FIRE INSURANCE CO.,)	
Plaintiff,)	
)	
vs.)	CIVIL ACTION NO. 08-00623-KD-N
)	
THE MITCHELL COMPANY, INC.,)	
and JOSEPH J. CAMPUS, III,)	
Defendants.)	

JUDGMENT

In accordance with the Order entered on this date, it is hereby **ORDERED, ADJUDGED** and **DECREED** that Hartford’s motion for summary judgment on its declaratory judgment claim is **GRANTED** such that there is no coverage for TMC for Campus’ alleged misconduct under the Policy. It is further **ORDERED, ADJUDGED, and DECREED** that Hartford’s motion for summary judgment on TMC’s breach of contract and bad faith counterclaims, as well as TMC’s partial motion for summary judgment on Hartford’s declaratory judgment claim, are **MOOT**.¹

DONE and ORDERED this the 15th day of **December 2010**.

/s/ Kristi K. DuBose
KRISTI K. DuBOSE
UNITED STATES DISTRICT JUDGE

¹ Campus moved for summary judgment as to Hartford’s only claim against him: “[t]o the extent that the Court determines that Hartford has any liability to [TMC] under the ... Policy, Campus is liable to Hartford in an equal amount and Hartford is entitled to a matching judgment against Campus for any amounts that Hartford may be adjudged liable to [TMC].” (Doc. 1 at ¶72). In light of the foregoing, it is also **ORDERED, ADJUDGED and DECREED** that Campus’ motion for summary judgment (Docs. 125, 126) is **MOOT**.