

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

<p><b>EVANSTON INSURANCE COMPANY,</b></p> <p style="padding-left: 40px;"><b>Plaintiff,</b></p> <p><b>v.</b></p> <p><b>DAMON LETT d/b/a DAMON LETT ROOFING, et al.,</b></p> <p style="padding-left: 40px;"><b>Defendants.</b></p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p><b>CIVIL ACTION 11-0383-WS-C</b></p>
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**FINAL AMENDED JUDGMENT**

In accordance with Orders entered on this date and on October 15, 2012, granting plaintiff’s dispositive motions against all defendants herein, it is **ordered, adjudged and decreed** that plaintiff, Evanston Insurance Company, has no duty to defend defendant Damon Lett d/b/a Damon Lett Roofing or defendant Kiker Corporation against any of the claims made in the civil action styled *St. Catherine of Siena Parish v. Kiker Corporation, et al.*, Case No. CV-2010-900578, in the Circuit Court of Mobile County, Alabama, under policies of insurance numbered Policy No. CL100301303 and Policy No. CL100301577 issued by Evanston to Lett Roofing. It is further **ordered, adjudged and decreed** that Evanston has no duty to indemnify either Kiker or Lett Roofing for any damages alleged by defendant St. Catherine of Siena Parish in the state-court lawsuit, and that there is no coverage available under the subject insurance policies to pay for any damages awarded or obtained, whether via settlement or judgment, by St. Catherine or Kiker in the underlying lawsuit.

DONE and ORDERED this 8th day of November, 2012.

s/ WILLIAM H. STEELE  
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CHIEF UNITED STATES DISTRICT JUDGE