

1 PAUL L. GALE (SBN 65873) JS-6  
 Email: pgale@rdblawn.com  
 2 ERIK M. PRITCHARD (SBN 244622)  
 Email: epritchard@rdblawn.com  
 3 ROSS, DIXON & BELL, LLP  
 5 Park Plaza, Suite 1200  
 4 Irvine, California 92614-8529  
 Telephone: (949) 622-2700  
 5 Fax: (949) 622-2739

6 *Attorneys for Defendant, Counterclaim Plaintiff and*  
 7 *Third-Party Plaintiff Indian Harbor*  
*Insurance Company*

8 UNITED STATES DISTRICT COURT  
 9 CENTRAL DISTRICT OF CALIFORNIA  
 10 WESTERN DIVISION  
 11

12 HILB ROGAL & HOBBS  
 13 INSURANCE SERVICES OF  
 CALIFORNIA, INC.,

14 Plaintiff,

15 v.

16 INDIAN HARBOR INSURANCE  
 17 CO.,

18 Defendant.

Case No. CV 07-07104 JFW (JCx)

HONORABLE JOHN F. WALTER

**JUDGMENT**

19 AND RELATED COUNTERCLAIMS  
 20 AND THIRD-PARTY CLAIMS.

21  
 22 Pursuant to this Court's November 5, 2008 Order granting Indian Harbor  
 23 Insurance Company's Motion for Summary Judgment, and after full consideration  
 24 of the authorities submitted by counsel, counsel's briefing and all evidence  
 25 presented, the issues having been duly heard and the motion having been granted,

26 IT IS ORDERED, DECLARED AND ADJUDGED as follows:  
 27  
 28

1 (1) The Court declares that Insurance Agents and Brokers Professional  
2 Liability Insurance Policy No. ELU086489-04 (the “Policy”) issued to Hilb Rogal  
3 & Hobbs Company (“HRH”), the parent company of Hilb Rogal & Hobbs  
4 Insurance Services of California, Inc. (“HRH of California”), does not provide  
5 coverage for the lawsuit captioned *Williams v. Robert F. Driver, Co., et al.*,  
6 No. VC044754, Los Angeles Superior Court (the “*Williams* Action”), by reason of  
7 the Policy’s Pending and Prior Litigation Exclusion (Endorsement No. 7).

8 (2) The Court further declares that Indian Harbor did not waive its coverage  
9 defenses, nor is Indian Harbor estopped from denying coverage.

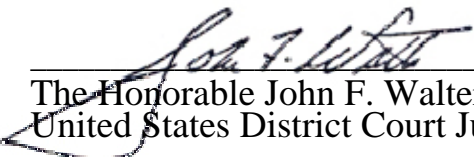
10 (3) The Court further declares that HRH of California cannot maintain a  
11 claim against Indian Harbor for breach of the duty of good faith and fair dealing  
12 under California law, because Indian Harbor did not breach the insurance contract  
13 in denying coverage for the *Williams* Action and no benefits are due under the  
14 Policy in connection with the *Williams* Action. Further, New York law does not  
15 recognize an independent tort cause of action for bad faith denial of insurance  
16 coverage.

17 (4) HRH of California takes nothing on its Amended Complaint against  
18 Indian Harbor, and the Amended Complaint against Indian Harbor is dismissed on  
19 the merits.

20 (5) Indian Harbor’s Counterclaim and Third-Party Complaint are dismissed  
21 without prejudice as moot.

22 (6) Indian Harbor shall recover its costs from HRH of California and/or its  
23 parent company HRH.

24  
25 Dated: November 18, 2008

  
The Honorable John F. Walter  
United States District Court Judge