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**UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

CERTAIN UNDERWRITERS AT  
LLOYD'S OF LONDON,

Plaintiff,

vs.

AMERICAN SAFETY INSURANCE  
SERVICES, INC., AMERICAN  
SAFETY INDEMNITY COMPANY,  
and DOES 1 through 50, inclusive,

Defendants.

Case No. CV 09-01088 DDP (CTx)

**JUDGMENT**

The Court, having considered all moving and opposing papers, the arguments of counsel, and all other materials and evidence presented, and having GRANTED Defendant AMERICAN SAFETY INDEMNITY COMPANY's ("Defendant") motion for summary judgment pursuant to Federal Rule of Civil Procedure 56 as to all causes of action in Plaintiff's complaint,

**ORDERS AND ADJUDGES,**

1. That Defendant had no duty to defend or indemnify Plaintiff's insured, Ashby USA, LLC, in connection with the action captioned Negri v. Ashby, et al., Superior Court of the State of California for the County of Los Angeles, Case No. BC332541, under Defendant's Policy No. XGI 03-1288-005, issued to Ralph

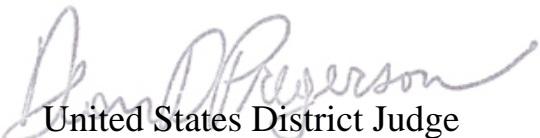
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D. Mitzel, Inc.;

- 2. That there is no genuine issue as to the following material fact(s):
  - (a) Ashby USA, LLC is not named as an insured or additional insured on Defendant's Policy No. XGI 03-1288-005;
  - (b) Ashby USA, LLC does not qualify as an additional insured on Defendant's Policy No. XGI 03-1288-005;
  - (c) Defendant's Policy No. XGI 03-1288-005 does not contain, and there is no evidence of, an additional insured certificate or endorsement naming Ashby USA, LLC which is approved by policy endorsement issued by ASIC;
- 3. That Plaintiff take nothing by reason of its complaint against Defendant;
- 4. That Plaintiff's complaint be, and hereby is, dismissed.

IT IS SO ORDERED.

DATED: June 30, 2010

  
United States District Judge