

| 1 | 1. There is and was no coverage for the counterclaims asserted by |
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| 2 | Durment against OP, Minadora and/or West Coast in Jarvis v. Durment, No. RIC |
| 3 | 527161 in the Superior Court of the State of California for the County of Riverside |
| 4 | (the "Underlying Action") under any insurance policy issued by Burlington; |
| 5 | 2. Burlington had no duty to defend OP, Minadora or West Coast in the |
| 6 | Underlying Action; |
| 7 | 3. Burlington has no duty to pay Durment or to indemnify OP, Minadora |
| 8 | or West Coast for any portion of the settlement of the Underlying Action; |
| 9 | 4. An award of costs may be recovered, in an amount to be determined, |
| 10 | following the filing of the appropriate application and the consideration of any |
| 11 | objections. |
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| 14 | Dated: April 8, 2015 Qm M |
| 15 | John A. Kronstadt |
| 16 | United States District Judge |
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| 22 | <u>4810-5604-2018, v. 1</u> |
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| | JUDGMENT |
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