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JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NEW HAMPSHIRE BALL
BEARINGS, INC., a Corporation,

Plaintiff,

v.

NATIONAL UNION FIRE
INSURANCE COMPANY OF
PITTSBURGH, PA, a Corporation;
CHARTIS CLAIMS, INC., a
Corporation,

Defendants.

Case No. 2:13-CV-06114-DDP-AGR

Honorable Dean D. Pregerson

FINAL JUDGMENT

**JUDGMENT PURSUANT TO NATIONAL UNION FIRE
INSURANCE COMPANY OF PITTSBURGH, PA.'S
MOTION FOR SUMMARY JUDGMENT**

The motion of defendant National Union Fire Insurance Company of Pittsburgh, Pa. (“National Union”) for summary judgment came regularly on for hearing before this Court on March 10, 2014. Michael John Miguel appeared on behalf of Plaintiff New Hampshire Ball Bearings, Inc., and Susan Koehler Sullivan appeared on behalf of National Union. After consideration of the admissible evidence, the separate statements, and the authorities of the parties, and

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for the reasons set forth in the Court's March 10, 2014 Order, the Court hereby finds there is no genuine issue as to any material fact, and defendant National Union is entitled to judgment as a matter of law with respect to all claims for relief as follows:

1. There is no issue of material fact and defendant National Union is entitled to judgment as a matter of law with respect to plaintiff's First Claim for Relief for Breach of Contract (Duty to Defend and Indemnify);
2. There is no issue of material fact and defendant National Union is entitled to judgment as a matter of law with respect to plaintiff's Second Claim for Relief for Declaratory Relief (Cal. Civ. Proc. §1060);
3. There is no issue of material fact and defendant National Union is entitled to judgment as a matter of law with respect to plaintiff's Third Claim for Relief for Tortious Breach of the Implied Covenant of Good Faith and Fair Dealing.

IT IS HEREBY ORDERED AND ADJUDGED that plaintiff take nothing from defendant National Union with respect to plaintiff's claims for relief asserted in its complaint, that the Second Amended Complaint against defendant National Union is dismissed on the merits, with prejudice, and that defendant National Union shall recover its costs of suit against plaintiff.

IT IS SO ADJUDGED.

DATED: March 17, 2014



HON. DEAN D. PREGERSON
UNITED STATES DISTRICT JUDGE