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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SECURITY NATIONAL INSURANCE
COMPANY, a Texas corporation,

Plaintiff,

vs.

CITY OF MONTEBELLO, a California
municipal entity,

Defendant

Case No. CV-14-5374-SS

*[Assigned for all purposes to the
Magistrate Judge Suzanne H. Segal,
Courtroom 23]*

FINAL JUDGMENT

AND RELATED COUNTERCLAIM.

On March 31, 2015, the parties filed cross-motions for summary judgment, or in the alternative, partial summary judgment. After fully considering all papers on file herein, including the papers filed by the parties in support of and in opposition to said motions, and oral argument by the counsel for the parties and having been fully advised as to all relevant facts, arguments and contentions, on May 29, 2015, the Honorable Suzanne H. Segal, United States District Court Magistrate Judge, entered an Order (1) Granting In Part, and Denying In Part, Security National’s Motion for Summary Judgment or in the Alternative, Partial

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1 Summary Judgment; and (2) Denying City of Montebello’s Motion for Summary
2 Judgment or in the Alternative, Partial Summary Judgment (the “Order”; Docket
3 no. 75).

4 The parties stipulated that the Order effectively resolved all of the pleaded
5 claims for relief and causes of action and jointly requested entry of a final,
6 appealable judgment. A copy of the parties’ stipulation for entry of final judgment
7 is attached hereto as Exhibit “A” and incorporated by this reference.

8 Based thereon, it is ORDERED, ADJUDGED AND DECREED that
9 judgment shall be entered in favor and against Security National and in favor of
10 and against Montebello, as follows:

- 11
12 1. Judgment shall be and hereby is entered in favor of Montebello as to
13 the single claim for relief set forth in Security National’s Complaint
14 for declaratory relief;
- 15
16 2. Judgment shall be and hereby is entered in favor of Security National
17 as to Montebello’s claims for relief for breach of contract and tortious
18 breach of the implied covenant of good faith and fair dealing set forth
19 in Montebello’s Counterclaim;
- 20
21 3. Judgment shall be and hereby is entered in favor of Montebello as to
22 its claim for relief for declaratory relief in the Counterclaim;
- 23
24 4. Each party is to bear its own costs of suit and attorneys’ fees incurred
25 herein.

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5. There being no just reason to delay the entry of this judgment, this judgment is final and the Clerk is directed to enter this final judgment forthwith pursuant to Fed. R. Civ. P. 58.

DATED: 7/22/15

/S/
Honorable Suzanne H. Segal
United States District Magistrate
Judge