

**FILED**  
 CLERK, U.S. DISTRICT COURT

Jan 23, 2017

CENTRAL DISTRICT OF CALIFORNIA  
 BY: \_\_\_\_\_ **PMC** \_\_\_\_\_ DEPUTY

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

OFFICE DEPOT, INC.,

Plaintiff,

vs.

AIG SPECIALTY INSURANCE  
 COMPANY formerly known as  
 AMERICAN INTERNATIONAL  
 SPECIALTY LINES INSURANCE  
 COMPANY,

Defendants.

Case No.: 2:15-cv-2416-SVW(JPRx)  
 Assigned to Hon. Stephen V. Wilson

**JUDGMENT**

**JS-6**

Pursuant to:

1. The Court’s July 21, 2016, Order granting in part and denying in part defendant AIG Specialty Insurance Company’s Motion to Dismiss (Dkt. 48), dismissing plaintiff Office Depot, Inc.’s Count II for breach of contract (duty to indemnify) as well as Count IV for declaratory relief to the extent it is based on Count II;

2. The Court’s January 4, 2017, Order granting defendant AIG Specialty

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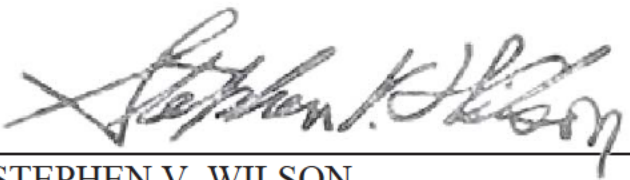
1 Insurance Company's Motion for Partial Summary Judgment (Dkt. 90), dismissing  
2 plaintiff Office Depot, Inc.'s Count I for breach of contract (duty to defend) as well  
3 as Count IV for declaratory relief to the extent it is based on Count I; and

4 3. The Court's January 13, 2017, Order dismissing plaintiff Office  
5 Depot, Inc.'s Count III for tortious breach of the implied covenant of good faith  
6 and fair dealing (Dkt. 93);

7 **IT IS HEREBY ORDERED** that judgment is entered in favor of defendant  
8 AIG Specialty Insurance Company and against plaintiff Office Depot, Inc.,  
9 dismissing the above-captioned action against defendant AIG Specialty Insurance  
10 Company in its entirety with prejudice and that plaintiff Office Depot, Inc. shall  
11 take nothing from defendant AIG Specialty Insurance Company.

12 **IT IS FURTHER ORDERED** that pursuant to Fed. R. Civ. Proc. §54(d)(1)  
13 and Local Civil Rule 54-3, and any other applicable code section, defendant AIG  
14 Specialty Insurance Company shall recover its costs from plaintiff Office Depot,  
15 Inc.

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17 DATED: January 23, 2017

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20 STEPHEN V. WILSON  
21 UNITED STATES DISTRICT JUDGE  
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