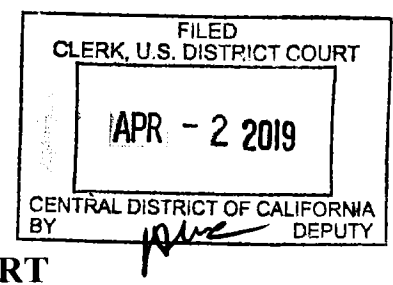


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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

Scottsdale Insurance Company,  
Plaintiff,

v.

Dickstein Shapiro LLP; Certain Underwriters at Lloyd's, London, including Brit UW Limited for and on behalf of Lloyd's Syndicate 2987, Beazley Furlonge Ltd. for and on behalf of Lloyd's Syndicate 2623, Beazley Furlonge Ltd. for and on behalf of Lloyd's Syndicate 0623, Faraday Capital Limited for and on behalf of Lloyd's Syndicate 0435, Amlin Underwriting Limited for and on behalf of Lloyd's Syndicate 2001, and Renaissance Re Group for and on behalf of Lloyd's Syndicate 1458; Lexington Insurance Company; and Swiss Re International SE – Zurich,  
Defendants.

Case No. 18-cv-02893-SVW-GJS

*[Signature]*  
**[PROPOSED] JUDGMENT**

Hon. Stephen V. Wilson

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[PROPOSED] JUDGMENT

1 Dickstein Shapiro LLP,  
2 Counter and cross-claimant,  
3 v.

4 Scottsdale Insurance Company,  
5 Counter-defendant,  
6 and

7 Certain Underwriters at Lloyd's, London,  
8 including Brit UW Limited for and on behalf  
9 of Lloyd's Syndicate 2987, Beazley Furlonge  
10 Ltd. for and on behalf of Lloyd's Syndicate  
11 2623, Beazley Furlonge Ltd. for and on behalf  
12 of Lloyd's Syndicate 0623, Faraday Capital  
13 Limited for and on behalf of Lloyd's Syndicate  
14 0435, Amlin Underwriting Limited for and on  
15 behalf of Lloyd's Syndicate 2001, and  
16 Renaissance Re Group for and on behalf of  
17 Lloyd's Syndicate 1458; Lexington Insurance  
18 Company; and Swiss Re International SE –  
19 Zurich,

20 Cross-defendants.

21 Certain Underwriters at Lloyd's, London,  
22 including Brit UW Limited for and on behalf  
23 of Lloyd's Syndicate 2987, Beazley Furlonge  
24 Ltd. for and on behalf of Lloyd's Syndicate  
25 2623, Beazley Furlonge Ltd. for and on behalf  
26 of Lloyd's Syndicate 0623, Faraday Capital  
27 Limited for and on behalf of Lloyd's Syndicate  
28 0435, Amlin Underwriting Limited for and on  
behalf of Lloyd's Syndicate 2001, and  
Renaissance Re Group for and on behalf of  
Lloyd's Syndicate 1458; Lexington Insurance  
Company; and Swiss Re International SE –  
Zurich,

Counter-claimants,

v.

Scottsdale Insurance Company,  
Counter-defendant.

1           The Court, having granted in part and denied in part the cross-motions for summary  
2 judgment of Plaintiff and Counter-Defendant Scottsdale Insurance Company  
3 (“Scottsdale”) and of Defendants and Counter-Plaintiffs Certain Underwriters at Lloyd’s,  
4 London, including Brit UW Limited for and on behalf of Lloyd’s Syndicate 2987, Beazley  
5 Furlonge Ltd. for and on behalf of Lloyd’s Syndicate 2623, Beazley Furlonge Ltd. for and  
6 on behalf of Lloyd’s Syndicate 0623, Faraday Capital Limited for and on behalf of  
7 Lloyd’s Syndicate 0435, Amlin Underwriting Limited for and on behalf of Lloyd’s  
8 Syndicate 2001, Renaissance Re Group for and on behalf of Lloyd’s Syndicate 1458,  
9 Lexington Insurance Company, and Swiss Re International SE – Zurich (collectively  
10 “Underwriters”) by its Order filed March 13, 2019 (Dkt. 178), hereby finds and enters  
11 this JUDGMENT as follows:

- 12           1. The Primary Claims Made and Reported Lawyers Professional Liability Insurance  
13 policy issued by Underwriters to Dickstein Shapiro LLP (“Dickstein”), identified as  
14 Policy No. B0621PKIC00212 (the “Primary Policy”) for the period from December  
15 20, 2012 to December 20, 2013, has been exhausted by the monies paid by the  
16 Underwriters to SFA Group, LLC (“SFA”) pursuant to the Confidential Settlement  
17 Agreement and General Release executed on December 7, 2017 (the “SFA  
18 Settlement Agreement”).
- 19           2. The First Excess Lawyers Professional Liability Insurance policy issued by the  
20 Underwriters identified as Policy No. B0621PDIC00312 (the “Underwriters First  
21 Excess Policy”) is eroded by the SFA Settlement Agreement in an amount of  
22 \$4,501,454.
- 23           3. The First Excess Lawyers Professional Liability Insurance Policy issued by  
24 Scottsdale, via its managing agent Huntersure LLC, identified as Policy No.  
25 B0621PDIC00312001 (the “Scottsdale First Excess Policy”) and the Underwriters  
26 First Excess Policy (collectively, the “First Excess Policy”) is the operative  
27 insurance policy for Dickstein’s defense in the action against Dickstein styled,  
28 *Kevin R. McCarthy, as Chapter 7 Bankruptcy Trustee for Charles Taylor Muhs v.*

1 *Dickstein Shapiro LLC & Neal S. Barlia*, Index No. 58535/2017 (the “Muhs  
2 Action”). Accordingly, ~~Scottsdale owes Dickstein 29.38% of Dickstein’s defense~~  
3 ~~in the Muhs Action, to be paid within thirty (30) days of entry of this Judgment.~~

4 4. Underwriters are not entitled to any monetary contribution from Scottsdale for the  
5 amount of the SFA Settlement Agreement paid from Underwriters First Excess  
6 Policy, and to this extent Scottsdale prevails on Underwriters’ claim for equitable  
7 contribution.

8 5. With respect to the competing claims of Scottsdale (*see* First Amended Complaint,  
9 Dkt. 14, ¶ 58) and Underwriters (*see* Counterclaim, Dkt. 54, ¶ 72]) concerning their  
10 respective responsibility for indemnity of Dickstein in the Muhs Action, the Court:

11  Enters Judgment in favor of Underwriters that Scottsdale is responsible  
12 for 29.38% of Dickstein’s indemnity in the Muhs Action under the Scottsdale  
13 First Excess Policy; or


14  Determines that since the settlement of the Muhs Action has not yet  
15 been paid, this issue of indemnity is not adjudicated in this action and instead  
16 is left for resolution by the parties outside of this action.

17 6. The Court finds that as between Scottsdale and Underwriters, neither is a prevailing  
18 party, and that each will therefore bear their own costs, including attorney’s fees if  
19 applicable.

20 7. The Court finds that Dickstein is a prevailing party as to Scottsdale, and in that  
21 regard is entitled to recovery of its costs in this action.

22 **IT IS SO ORDERED AND ADJUDGED.**

23  
24 DATED: 4/2/19

25   
26 Hon. Stephen V. Wilson  
27 United States District Judge  
28