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JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ARGONAUT INSURANCE
COMPANY, an Illinois corporation,

Plaintiff,

v.

ELITE HOME MEDICAL &
RESPIRATORY, INC., a California
corporation, and STEVE R.
WHITFORD, an individual,

Defendants.

Case No. SACV11-1445-JVS (MLGx)

FINAL JUDGMENT

ELITE HOME MEDICAL &
RESPIRATORY, INC., a California
corporation and STEVE R.
WHITFORD, an individual,

Counterclaimants,

v.

ARGONAUT INSURANCE
COMPANY, an Illinois corporation,

Counterdefendant.

1 Pursuant to the Order Granting Plaintiff's Motion for Summary Judgment,
2 filed November 5, 2012, the court enters the following final judgment:

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4 After fully considering all papers on file herein, including the papers filed by
5 the parties in support of and in opposition to said motion, and oral argument by the
6 counsel for the parties and having been fully advised as to all relevant facts,
7 arguments and contentions, the Honorable James V. Selna, United States District
8 Court Judge, entered an Order Granting Plaintiff's Motion for Summary Judgment,
9 filed November 5, 2012, finding that there is no genuine issue to any material fact,
10 and that Plaintiff and Counterdefendant Argonaut Insurance Company
11 ("Argonaut") is entitled to summary judgment as a matter of law.

12
13 Based thereon, it is ORDERED, ADJUDGED AND DECREED that
14 judgment shall be entered in favor of Argonaut and against Defendants and
15 Counterclaimants Elite Home Medical & Respiratory, Inc. ("Elite") and Steve R.
16 Whitford ("Whitford"), as follows:

17
18 1. Judgment shall be and hereby is entered in favor of Argonaut as to all
19 claims for relief in the Complaint against Elite and Whitford, and each of them;

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21 2. Judgment shall be and hereby is entered in favor of Argonaut as to all
22 claims for relief set forth in the Counterclaim of Elite and Whitford, which are
23 dismissed with prejudice in their entirety;

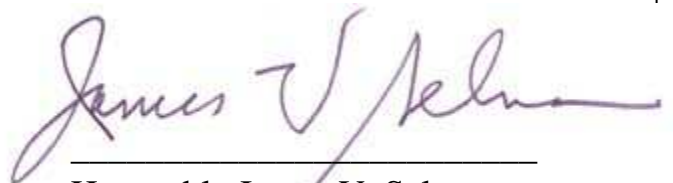
24
25 3. That Argonaut has no duty to defend or indemnify Elite or Whitford
26 with respect to the claims asserted against them in five employment actions filed in
27 Orange County Superior Court, *Figueroa v. Elite Home Medical & Respiratory,*
28 *Inc., et al.*, Case No. 30-2011-00462139; *Dubyak v. Elite Home Medical &*

1 *Respiratory, Inc., et al.*, Case No. 30-2011-00473653; *Gibbs v. Elite Home*
2 *Medical & Respiratory, Inc., et al.*, Case No. 30-2011-00481012; *Benford v. Elite*
3 *Home Medical & Respiratory, Inc., et al.*, Case No. 30-2011-00488356; and
4 *Velazco v. Elite Home Medical & Respiratory, Inc., et al.*, Case No. 30-2011-
5 00497220 (collectively, the “Employment Actions”) pursuant to the Employment
6 Practices Liability Insurance Policy No. EP336 609 issued by Argonaut to Elite,
7 effective April 28, 2010 to April 28, 2011, and a renewal policy issued by
8 Argonaut to Elite, effective April 28, 2011 to April 28, 2012 (collectively, the
9 “Policy”); that Argonaut has no obligation, under the Policy or otherwise, to
10 reimburse Elite or Whitford for any costs of defense incurred by them or their
11 counsel for their defense in the Employment Actions; and that the Policy is now
12 void.

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14 4. Argonaut is to recover its costs of suit incurred herein.

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

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20 DATED: November 13, 2012



21 Honorable James V. Selna
22 United States District Judge
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