

1 was filed by Plaintiff Employers Mutual Casualty Company (“Employers Mutual”),
2 HT3, Tiffany Construction Company, and T & S Materials, L.L.C.. Based on the
3 Stipulation and all other matters of record in this case, and for good cause shown,
4 the Court finds that a declaratory judgment in favor of Employers Mutual should be
5 entered as requested in the Stipulation.

6 IT IS THEREFORE ORDERED that judgment is entered in favor of
7 Employers Mutual and against HT3 declaring that:

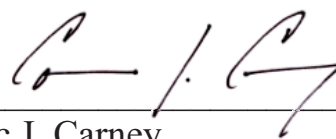
8 1. The Employers Mutual commercial general liability policies numbered
9 3D1-06-14-05 for the period from July 1, 2004 to July 1, 2005 (“the 2004 Policy”),
10 and 3D1-06-14-06 for the period of July 1, 2005 to July 1, 2006 (“the 2005 Policy”)
11 do not provide insurance coverage for HT3.

12 2. Employers Mutual owes no defense, indemnity, or any other obligation
13 to HT3, Indio, and CWC in connection with *Terra Lago Community Association v.*
14 *Indio Land Ventures, LLC, et al.*, Riverside County Superior Court Case No.
15 RIC1513496 (the “Lawsuit”).

16 3. Employers Mutual does not have a duty to indemnify HT3, Indio, or
17 CWC for any settlement or judgment resulting from or due to the Lawsuit.

18 4. Employers Mutual, HT3, Indio, and CWC shall each bear their own
19 attorneys’ fees, litigation expenses, and court costs for this lawsuit.

20 Dated: March 2, 2017

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24 Cormac J. Carney
25 United States District Judge
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