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JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MANNA KADAR BEAUTY, INC.,

Plaintiff,

v.

EVANSTON INSURANCE
COMPANY,

Defendant.

Case No. 8:21-cv-00595-JLS-ADS

**JUDGMENT IN FAVOR OF
EVANSTON INSURANCE
COMPANY**

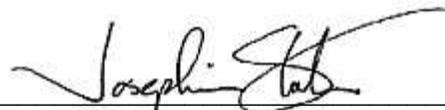
1 **JUDGMENT**

2 By Order on November 10, 2021 (Doc. 23), the Court granted Defendant
3 Evanston Insurance Company’s (“Evanston”) Motion to Dismiss Plaintiff Manna
4 Kadar Beauty, Inc.’s (“Manna Kadar”) First Amended Complaint with prejudice,
5 finding for the reasons set forth in that Order that Evanston has no duty to defend
6 Manna Kadar against FabFitFun’s claims in the underlying arbitration identified in
7 the First Amended Complaint herein (Doc. 12). Accordingly, **IT IS HEREBY**
8 **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

- 9 1. Judgment is entered in favor of Evanston and against Manna Kadar.
10 2. The Court declares that coverage is not afforded for Manna Kadar under
11 Evanston’s Policy No. 3AA339942 for FabFitFun’s claims in the
12 underlying arbitration between Manna Kadar and FabFitFun, and
13 therefore Evanston has no duty to defend Manna Kadar in that
14 arbitration.
15 3. Manna Kadar shall take nothing by way of its First Amended Complaint.
16 4. Pursuant to Federal Rule of Civil Procedure 54(d)(1) and Local Rules
17 54-2 and 54-3, Evanston is entitled to recover its costs incurred in this
18 action.

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20 **IT IS SO ORDERED.**

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22 DATED: November 18, 2021

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24 HON. JOSEPHINE L. STATON
25 UNITED STATES DISTRICT JUDGE
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