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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

NATIONAL UNION FIRE INSURANCE  
COMPANY OF PITTSBURGH, PA, et al.,

No. C 04-01593 WHA

Plaintiffs,

**FINAL JUDGMENT**

v.

SEAGATE TECHNOLOGY, INC.,

Defendant.

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For the reasons stated in the orders granting plaintiff's cross-motion for summary judgment dated January 25, 2013 and defendant's motion for partial summary judgment dated June 21, 2013, **FINAL JUDGMENT IS HEREBY ENTERED** as follows:

1. National Union breached its duty to defend Seagate in the *Convolve* case between November 1, 2000 and September 22, 2005;
2. National Union is liable for prejudgment interest on Seagate's defense costs incurred between November 1, 2000 and September 18, 2003 in an amount to be determined in arbitration;
3. National Union is liable for Seagate's full defense costs, minus a deduction for AIU's contribution, and prejudgment interest on such defense costs incurred between September 18, 2003 and September 22, 2005 in an amount to be determined in arbitration;

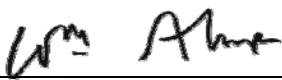
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- 4. National Union did not breach its duty to defend Seagate after July 18, 2007; and
- 5. National Union and Seagate are required to arbitrate any and all disputes about the amount of defense costs National Union is obligated to pay pursuant to its adjudicated duty to defend after July 18, 2007 pursuant to California Civil Code Section 2860(c).

All parties agree that there are no further issues, claims, or defenses to be adjudicated in the district court and final judgment is now appropriate. The Clerk **SHALL CLOSE THE FILE.**

**IT IS SO ORDERED.**

Dated: August 6, 2013.

  
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WILLIAM ALSUP  
UNITED STATES DISTRICT JUDGE