

United States District Court  
For the Northern District of California

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

AXIS REINSURANCE COMPANY,	)	Case No. 12-2979 SC
	)	
Plaintiff,	)	<u>DEFAULT JUDGMENT</u>
	)	
v.	)	
	)	
TELEKENEX, INC.; ANTHONY ZABIT;	)	
KAREN SALAZAR; BRANDON CHANEY;	)	
DEANNA CHANEY; MARK PRUDELL; JOY	)	
PRUDELL; MARK RADFORD; NIKKI	)	
RADFORD; JOSHUA SUMMERS; JULIA	)	
SUMMERS; IXC HOLDINGS, INC.;	)	
STRAITSHOT COMMUNICATIONS, INC.;	)	
and STRAITSHOT RC, LLC,	)	
	)	
Defendants.	)	
	)	

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On February 19, 2014 the Court granted Plaintiff Axis Reinsurance Company's ("Axis") motions for default judgment against Defendants Mark Radford, Nikki Radford, Joshua Summers, Julia Summers, Mark Prudell, and Joy Prudell. In accordance with that Order, the Court enters default judgment as follows.

IT IS ORDERED THAT Axis is hereby awarded judgment in its favor against Defendants Mark Radford and Nikki Radford on Counts One (I,) Two (II), and Six (VI) of Axis's First Amended Complaint.

1 Accordingly, the Court hereby DECLARES that (i) no coverage is  
2 afforded to Mark Radford and Nikki Radford under Axis Privatus  
3 Policy No. RNN585200 (the "Policy") for the action captioned  
4 Straitshot Communications, Inc. v. Telekenex, Inc. et al., Case No.  
5 C10-268 TSZ (W.D. Wash.) ("the Straitshot Action"), including but  
6 not limited to the judgment(s) entered therein; (ii) the attorneys'  
7 fees and costs incurred in defense of Mark Radford and Nikki  
8 Radford did not constitute covered Defense Costs or Loss within the  
9 meaning of the Policy; and (iii) Axis has no duty to indemnify Mark  
10 Radford and Nikki Radford for any amounts incurred or awarded in  
11 the Straitshot action. IT IS FURTHER ORDERED THAT, by stipulation  
12 of Axis, Counts Seven (VII) and Eight (VIII) of Axis's First  
13 Amended Complaint are DISMISSED without prejudice as to Defendants  
14 Mark Radford and Nikki Radford.

15 IT IS ORDERED THAT Axis is hereby awarded judgment in its  
16 favor against Defendants Mark Prudell and Joy Prudell on Counts One  
17 (I,) Two (II), Four (IV) and Six (VI) of Axis's First Amended  
18 Complaint. Accordingly, the Court hereby DECLARES that (i) no  
19 coverage is afforded to Mark Prudell and Joy Prudell under the  
20 Policy for the Straitshot action, including but not limited to the  
21 judgment(s) entered therein; (ii) the attorneys' fees and costs  
22 incurred in defense of Mark Prudell and Joy Prudell did not  
23 constitute covered Defense Costs or Loss within the meaning of the  
24 Policy; and (iii) Axis has no duty to indemnify Mark Prudell and  
25 Joy Prudell for any amounts incurred or awarded in that action.  
26 IT IS FURTHER ORDERED THAT, by stipulation of Axis, Counts Seven  
27 (VII) and Eight (VIII) of Axis's First Amended Complaint are  
28 DISMISSED without prejudice as to Defendants Mark Prudell and Joy

1 Prudell.

2 IT IS ORDERED THAT Axis is hereby awarded the requested  
3 declaratory relief in its favor against Defendants Joshua Summers  
4 and Julia Summers on Counts One (I), Two (II), Three (III), Four  
5 (IV), and Six (VI) of Axis's First Amended Complaint. Accordingly,  
6 the Court hereby DECLARES that (i) no coverage is afforded to  
7 Joshua Summers and Julia Summers under the Policy for the  
8 Straitshot action, including but not limited to the judgment(s)  
9 entered therein on the causes of action in Straitshot's operative  
10 complaint and the spoliation sanctions; (ii) the attorneys' fees  
11 and costs incurred in defense of Joshua Summers and Julia Summers  
12 did not constitute covered Defense Costs or Loss within the meaning  
13 of the Policy; and (iii) Axis has no duty to indemnify Joshua  
14 Summers and Julia Summers for any amounts incurred or awarded in  
15 that action. IT IS FURTHER ORDERED THAT Axis is awarded \$39,471.11  
16 in its favor and against Joshua and Julia Summers on the  
17 reimbursement Counts of the First Amended Complaint, Counts Seven  
18 (VII) and Eight (VIII).

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20 IT IS SO ORDERED, ADJUDGED, AND DECREED.

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22 Dated: February 19, 2014



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UNITED STATES DISTRICT JUDGE

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