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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

CHARLES LEMOINE,  
Plaintiff,  
vs.  
STATE FARM GENERAL INSURANCE  
COMPANY; and DOES 1 through 10, inclusive,  
Defendant(s).

CASE NO. 3:15-CV-02941-WHO  
**JUDGMENT**

The Court having granted State Farm General Insurance Company’s motion for summary judgment on the following claims: (i) breach of contract as to Claim II; (ii) breach of the covenant of good faith and fair dealing for Claim I; (iii) breach of the covenant of good faith and fair dealing for Claim II; (iv) negligence for Claim I and Claim II; (v) declaratory relief; and (iv) punitive damages (Docket No. 24, November 16, 2016);

The parties having settled the only remaining claim for breach of contract as to Claim I and said remaining causes of action having been dismissed with prejudice;  
and Good Cause Appearing therefor.

IT IS HEREBY ORDERED, ADJUDGED and DECREED that: Plaintiff Charles Lemoine take nothing against State Farm General Insurance Company, that the action be DISMISSED

1 WITH PREJUDICE, and that defendant State Farm General Insurance Company recover its taxable  
2 costs pursuant to 28 U.S.C. § 1920.

3 Dated: January 30, 2017



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5 WILLIAM H. ORRICK  
United States District Judge

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7 APPROVED AS TO FORM:

8 Dated: January 27, 2017

TIERNEY & MERCADO, PC

9  
10 By /s/ Kent Tierney

KENT TIERNEY  
MICHAEL C. MERCADO  
Attorneys for Plaintiff  
CHARLES LEMOINE