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5 Attorneys for Plaintiff SIRIUS AMERICA INSURANCE COMPANY,  
6 as successor in interest to MUTUAL SERVICE CASUALTY  
INSURANCE COMPANY

8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA

10 SIRIUS AMERICA INSURANCE  
11 COMPANY, as successor in interest to  
MUTUAL SERVICE CASUALTY  
12 INSURANCE COMPANY,

13 Plaintiff,

14 v.

15 COMAC INVESTMENTS, INC.; DOES 1-10,

16 Defendant.

Case No. CASE NO. 3:15-CV-03462-SI

STIPULATION AND [~~PROPOSED~~] ORDER FOR  
ENTRY OF JUDGMENT

Judge: Susan Illston

Complaint Filed: July 28, 2015

17 **STIPULATED ORDER AND FINAL JUDGMENT**

18 Plaintiff Sirius America Insurance Company ("Sirius") filed its Complaint for declaratory  
19 relief and reimbursement. Pursuant to a settlement agreement and release, Sirius and Comac  
20 Investments, Inc. ("Comac") have stipulated to a dismissal of the third and fourth causes of  
21 action for reimbursement. (Dkt. #30.) The remaining first and second causes of action are for  
22 declaratory relief regarding Sirius' duty to defend and indemnify Comac in the Underlying  
23 Action, respectively.

24 Sirius and Comac stipulate to entry of this Stipulated Final Judgment and Order to  
25 resolve the remaining matters in dispute in this action between them.

26 NOW THEREFORE, Plaintiff and Defendant, having requested the Court to enter this  
27 Order, and the Court having considered the Order reached between the parties, IT IS HEREBY  
28 ORDERED, ADJUDGED, AND DECREED as follows:

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**FINDINGS**

1. The Court has jurisdiction over this matter.
2. The Complaint alleges that Sirius never had a duty to defend or indemnify Comac as a matter of law in the Underlying Action.
3. Defendant admits the facts set forth in Sirius' motion for partial summary judgment, and admits that Sirius never had a duty to defend or indemnify it as a matter of law in the Underlying Action as set forth in Sirius' motion. (Dkt. #23 - #28.)
4. Comac waives all rights to appeal or otherwise challenge or contest the validity of this Order.

**SO ORDERED.**

Dated: 12/1/15



Hon. Susan Illston, District Judge of the  
United States District Court, Northern  
District of California

**SO STIPULATED.**

DATED: November 30, 2015

SELMAN BREITMAN LLP

By: /s/ Mark E. Inbody  
MARK E. INBODY  
Attorneys for Plaintiff SIRIUS AMERICA  
INSURANCE COMPANY, as successor in  
interest to MUTUAL SERVICE CASUALTY  
INSURANCE COMPANY

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DATED: November 30, 2015

CRAIGIE, MCCARTHY & CLOW

By: /s/ Peter W. Craigie  
PETER W. CRAIGIE  
Attorney for Defendant COMAC  
INVESTMENTS, INC.