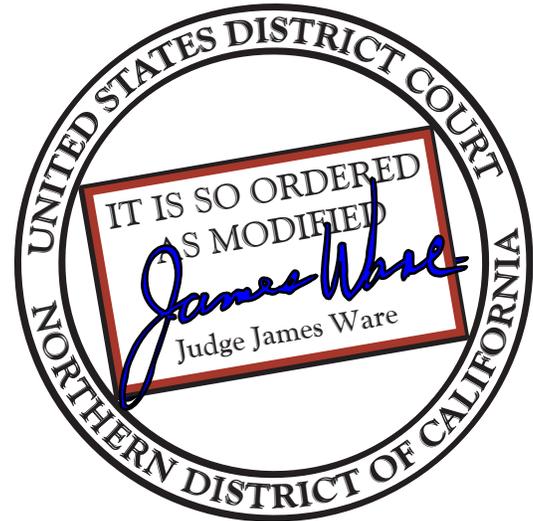


1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

NATIONAL UNION FIRE INSURANCE  
COMPANY OF PITTSBURGH, PA;  
AMERICAN INTERNATIONAL  
UNDERWRITERS INSURANCE  
COMPANY AND AMERICAN  
INTERNATIONAL SPECIALTY LINES  
INSURANCE COMPANY,

Plaintiffs,

v.

SEAGATE TECHNOLOGY, INC.,

Defendant.

SEAGATE TECHNOLOGY LLC.,

Counterclaimant,

v.

NATIONAL UNION FIRE INSURANCE  
COMPANY OF PITTSBURGH, PA;  
AMERICAN INTERNATIONAL  
UNDERWRITERS INSURANCE  
COMPANY AND AMERICAN  
INTERNATIONAL SPECIALTY LINES  
INSURANCE COMPANY,

Counterclaim Defendants.

CASE NO: C 04-01593 JW

**STIPULATION AND [Proposed]**  
**ORDER GRANTING CERTIFICATION**  
**FOR ENTRY OF JUDGMENT PURSUANT**  
**TO FED. R. CIV. P. 54(b)**

**The Honorable James Ware**



1 final judgment do not present questions that remain to be adjudicated in connection with  
2 Seagate's First Counterclaim for Relief for Breach of Contract against National Union and AIU;  
3 (3) the need for review on the claims for which the parties seek Rule 54(b) final judgment will not  
4 be mooted by future proceedings in connection with Seagate's First Counterclaim for Relief for  
5 Breach of Contract against National Union and AIU; and (4) Seagate, National Union and AIU  
6 have agreed to stay Seagate's First Counterclaim for Relief for Breach of Contract as to those  
7 plaintiffs pending arbitration.

8 **NOW, THEREFORE**, pursuant to Civil L.R. 7-12, it is hereby **STIPULATED AND**  
9 **AGREED** by and among the parties as follows:

10 1. Seagate's First Counterclaim for Relief for Breach of Contract against National  
11 Union and AIU may be stayed pending arbitration as described above and, in the event the Court  
12 grants this Stipulation, Seagate's First Counterclaim shall be stayed.

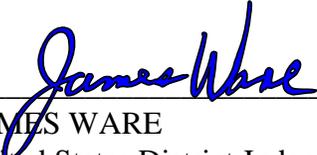
13 2. Pursuant to Fed. R. Civ. P. 54(b), Judgment may be entered on Plaintiffs' Claims  
14 for Declaratory Judgment, Seagate's First Counterclaim for Relief as to AISLIC, and Seagate's  
15 Second and Third Counterclaims for Relief as to all Plaintiffs, in accord with the Court's prior  
16 Orders and/or rulings arising out of or related in any way to such Claims and/or Counterclaims,  
17 including, without limitation, the following rulings:

- 18 a. Plaintiffs owed a duty to defend Seagate in the Convolve Action from  
19 November 1, 2000 to July 18, 2007.
- 20 b. AISLIC breached its duty to defend Seagate in the Convolve Action and is  
21 ordered to pay Seagate damages in the amount of \$3,128,026.46 in connection  
22 with Seagate's First Counterclaim for Relief against AISLIC. The amount of  
23 the judgment herein represents the prejudgment interest due from AISLIC to  
24 Seagate.
- 25 c. Seagate's Second Counterclaim for Relief for Breach of Implied Covenant of  
26 Good Faith and Fair Dealing is dismissed as to all Plaintiffs.
- 27 d. Plaintiffs' claim for Declaratory Judgment as to their duty to indemnify  
28 Seagate in the Convolve Action is dismissed as unripe.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

3. This stipulation shall not alter, eliminate or otherwise affect any party's right to appeal any part of the Judgment entered pursuant hereto and/or any of the Court's prior Orders and/or rulings arising out of or related in any way to the Claims and/or Counterclaims as to which Judgment is entered. All appellate rights are specifically preserved.

Dated: September 2, 2010

  
\_\_\_\_\_  
JAMES WARE  
United States District Judge