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Attorney for Plaintiff/Counter-Defendant  
HISCOX DEDICATED CORPORATE  
MEMBER LTD. AND CERTAIN OTHER  
UNDERWRITERS AT LLOYD'S, LONDON  
WHO SUBSCRIBED LLOYD'S POLICY  
NO. HD 0001594

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

HISCOX DEDICATED CORPORATE  
MEMBER LTD. AND CERTAIN OTHER  
UNDERWRITERS AT LLOYD'S,  
LONDON, WHO SUBSCRIBED  
LLOYD'S POLICY NO. HD 0001594,

Plaintiffs,

vs.

DAVID ALLEN CONDON,  
INDIVIDUALLY, AND DOING BUSINESS  
AS DC COLLECTIBLES.

Defendant.

DAVID ALLEN CONDON,  
INDIVIDUALLY, AND DOING BUSINESS  
AS DC COLLECTIBLES,

Counter-Claimant,

vs.

HISCOX DEDICATED CORPORATE  
MEMBER LTD. AND CERTAIN OTHER

CASE NO.: 2:09-cv-01166-ECR-RJJ

**STIPULATION FOR JUDGMENT  
AND JUDGMENT**

1 UNDERWRITERS AT LLOYD'S,  
2 LONDON, WHO SUBSCRIBED  
3 LLOYD'S POLICY NO. HD 0001594,

4 Cross-Defendant.

5 **STIPULATION FOR JUDGMENT AND JUDGMENT**

6 It is hereby stipulated and agreed, by and among Plaintiff, HISCOX DEDICATED  
7 CORPORATE MEMBER LTD. AND CERTAIN OTHER UNDERWRITERS AT  
8 LLOYD'S, LONDON WHO SUBSCRIBED LLOYD'S POLICY NO. HD 0001594  
9 (hereinafter "HISCOX"), by and through their counsel, W. RANDOLPH PATTON,  
10 ESQUIRE, of the law firm of PATTON, SHEA & KIRALY, P.C., and the Defendant,  
11 DAVID ALLEN CONDON, INDIVIDUALLY, AND DOING BUSINESS AS DC  
12 COLLECTIBLES (hereinafter "Condon"), by and through his attorneys, STANLEY P.  
13 LIEBER, ESQUIRE of LIEBER, WILLIAMS, LABIN LLP and GARRY L. HAYES,  
14 ESQUIRE of HAYES & WELSH, as follows:  
15

16 Declaratory Judgment shall issue:

- 17
- 18 1. That HISCOX do not have a duty to indemnify Defendant CONDON for  
19 any loss that might have arisen from the claims made by Condon under  
20 the policy of insurance bearing Lloyd's, London Policy No. HD 0001594,  
21 except for the sum of \$56,000.00, Hiscox shall pay pursuant to the Mutual  
22 Release executed contemporaneous herewith;
  - 23 2. Defendant CONDON's counterclaim be dismissed, with prejudice; and
  - 24 3. Each party bear their own costs and attorney's fees incurred herein.  
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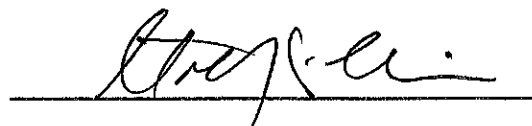
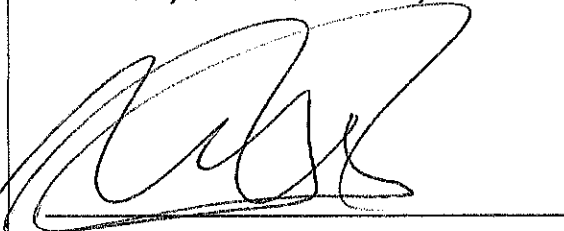
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DATED: January 14, 2011.

DATED: January 11, 2011.

**LIEBER WILLIAMS & LABIN**

**PATTON, SHEA & KIRALY, P.C.**



**W. RANDOLPH PATTON, ESQ.**

**STANLEY P. LIEBER, ESQ.**

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*Attorney for Defendant/Counter-Claimant*

*Attorney for Plaintiff/Counter-Defendant*

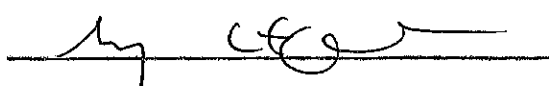
*David Allen Condon*

**HISCOX DEDICATED CORPORATE MEMBER LTD.  
AND CERTAIN OTHER UNDERWRITERS AT  
LLOYD'S, LONDON WHO SUBSCRIBED LLOYD'S  
POLICY NO. HD 0001594**

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DATED: January 11, 2011.

**HAYES & WELSH**



GARRY HAYES, ESQ.

Nevada Bar No. 001540

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*Attorney for Defendant/Counter-Claimant*

*David Allen Condon*

**JUDGMENT**

It appearing to the court that the parties have stipulated to Judgment in this matter,  
and good cause appearing therefor,

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

Declaratory Judgment is hereby entered in favor of Plaintiff and against the

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Defendant that HISCOX do not have a duty to indemnify Defendant CONDON for any loss that might have arisen from the claims made by Condon under the policy of insurance bearing Lloyd's, London Policy No. HD 0001594, except for the sum of \$56,000.00, Hiscox shall pay pursuant to the Mutual Release executed contemporaneous herewith;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant's counterclaim be and the same is hereby dismissed, with prejudice; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall bear their own costs and attorney's fees incurred herein.

IT IS SO ORDERED this 18th day of January, 2011.

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UNITED STATES DISTRICT COURT JUDGE